

INFORMATION TO OFFERORS OR QUOTERS <i>(Section A - Cover Sheet)</i>	1 SOLICITATION NO. N0017499R0024	2. (X one) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; border: 1px solid black;"></td> <td style="border: 1px solid black;">a. SEALED BID</td> </tr> <tr> <td style="width: 20px; border: 1px solid black; text-align: center;">X</td> <td style="border: 1px solid black;">b. NEGOTIATED (RFP)</td> </tr> <tr> <td style="width: 20px; border: 1px solid black;"></td> <td style="border: 1px solid black;">c. NEGOTIATED (RFQ)</td> </tr> </table>		a. SEALED BID	X	b. NEGOTIATED (RFP)		c. NEGOTIATED (RFQ)
	a. SEALED BID							
X	b. NEGOTIATED (RFP)							
	c. NEGOTIATED (RFQ)							

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modification of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals".

The envelope used in submitting your reply must be plainly marked with Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)	Supply Department, Code 1141C Indian Head Div, NAVSURFWARCEN 101 Strauss Avenue Indian Head, Md. 20640
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4. ITEM TO BE PURCHASED (Brief description)

SYSTEMS ENGINEERING, RELIABILITY AND MAINTAINABILITY (R&M) & INTEGRATED LOGISTICS SYPPORT (ILS) (SMARTLINK)
100% Set-A-Side
Single Award
Competitive
Procurement

5. PROCUREMENT INFORMATION (X and complete as applicable)			
<input type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED		
X	b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents in this solicitation for details of the set-aside.)		
X	(1) Small Business	(2) Labor Surplus Area Concern	(3) Combined Small Business/ Labor Area Concern

6. ADDITIONAL INFORMATION:
POC: MARY BANKS, Code 1141C
Email: banksmc@ih.navy.mil
Tel: 301-744-6663 Fax: 301-744-6546

<i>FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL</i>		
7 NAME AND ADDRESS BANKS, MARY C. ADDRESS SAME AS BLOCK 3	TELEPHONE (Area Code, No. & Ext.) 301-744-6663	NO COLLECT CALLS

8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM (s)		<input type="checkbox"/>
<input type="checkbox"/>	OTHER (Specify)		THE TYPE OF ITEMS INVOLVED
9. MAILING LIST INFORMATION (X ONE)			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
		WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM (s) INVOLVED	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)		(2) Title	(3) Signature
			(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

FOLD

AFFIX
STAMP
HERE

FROM:

SOLICITATION NUMBER N0017499R0024	
DATE (YYMMDD) 99JUL16	LOCAL TIME 3:00 PM EST

TO: **SUPPLY DEPARTMENT
INDIAN HEAD DIVISION, NSWC
101 STRAUSS AVENUE
INDIAN HEAD, MARYLAND 20640
CODE: 1141C**

FOLD

SOLICITATION, OFFER AND AWARD		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 350) >		RATED DO-S1	PAGE OF 1 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00174-99-R-0024		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 16-Jun-99	6. REQUISITION/PURCHASE NO.
7. ISSUED BY SUPPLY DEPARTMENT INDIAN HEAD DIVISION, NAVSURWARCEN INDIAN HEAD MD 20640 ATTN: MARY BANKS, CODE 1141C, 301-744-6663			8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SUPPLY DEPARTMENT, BLDG 1558 until 3:00 PM EST local time 16-Jul-99
(Hour) (Date)

CAUTION - LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52-214-7, or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL >	A. NAME MARY C. BANKS Code 1141C	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 301-744-6663
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X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(C) () <input type="checkbox"/> 41 U.S.C. 253 (C) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) > ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

BASE YEAR (Award Date through 365 days)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0001	Provide Systems Engineering, reliability and Maintainability (R&M), and integrated Logistics support (ILS) and other technical support in various phases of DOD initiatives inclusive of labor, facilities and ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem) in accordance with Section C, Statement of Work.	1	LO	\$
0002	Data in accordance with the Statement of Work.	*	NSP	
Total Cost				\$
Total Fixed Fee				\$
Total Cost Plus Fixed Fee				\$

OPTION I (Date of Option exercise through 365 Days)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0003	Provide Systems Engineering, reliability and Maintainability (R&M), and integrated Logistics support (ILS) and other technical support in various phases of DOD initiatives inclusive of labor, facilities and ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem) in accordance with Section C, Statement of Work.	1	LO	\$
0004	Data in accordance with the Statement of Work.	*	NSP	
Total Cost				\$
Total Fixed Fee				\$
Total Cost Plus Fixed Fee				\$

OPTION II (Date of Option exercise through 365 Days)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0005	Provide Systems Engineering, reliability and Maintainability (R&M), and integrated Logistics support (ILS) and other technical support in various phases of DOD initiatives inclusive of labor, facilities and ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem) in accordance with Section C, Statement of Work.	1	LO	\$
0006	Data in accordance with the Statement of Work.			* NSP

Total Cost	\$
Total Fixed Fee	\$
Total Cost Plus Fixed Fee	\$

* NSP - Not Separately Priced

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to percent (85%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

FEE, COST PLUS FIXED FEE INDEFINITE QUANTITY TYPE CONTRACTS (NSWC1HD) (APR 97)

The percentage of fee applicable to delivery orders will be the same as the fee established in the basic contract.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for:

- (i) relocation costs and travel costs incident to relocation as defined in FAR

31.205-35; and/or

(ii) the following daily local travel costs:

- travel at U.S. Military Installation where Government transportation is available,
- travel performed for personal convenience/errands, including commuting to and from work, and
- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

EXPEDITING CONTRACT CLOSE-OUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract close-out. The term residual dollar amount shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposed of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

NOTES:

1. The guaranteed minimum amount of **\$10,000.00** is appropriate for this requirement.
2. Definition of Contractor - The term contractor as used in this solicitation is defined to include the prime contractor and subcontractors with who the prime contractor has entered into firm commitments prior to award.
3. Definition of Associate/Consultant - For the purpose of this contract, associate/consultant is defined, as an expert/specialist person/persons whose expertise is required to assist/support the contractors own team in the performance of a delivery order. These specialized associate/consultant subcontract services shall be incidental to the contractors performance. In accordance with FAR 52.244-3 and other provisions that may be set forth herein, written approval of an associate/consultant subcontract proposed with respect to performance of a delivery order requirement under this contract shall be obtained from the contracting/ordering officer prior to use of these subcontract services. Associates/consultants need not be identified upon submission of offerors original proposal upon which award shall be based but, if applicable, shall be identified in proposals submitted in response to delivery order tasks issued under this contract.
4. By submission of an offer and execution of a contract, the contractor agrees that in performance of the contract, the contractor will perform 50% or more of the total cost of each individual Delivery Order.
5. A definitive DD Form 1423 shall be attached to each delivery order. The DD Form 1423 attached hereto, in Section J, covers requirements with respect to the basic contract only.
6. All offerors are required to submit their plans for Evaluation of Compensation for Professional Employees as part of their original proposal. This requirement is in accordance with FAR 52.222-46.
7. G&A and Fee are not included in the Other Direct Costs (ODCs), Not to Exceed (NTE) amount. Offerors shall add their appropriate rates to the ODCs.

STATEMENT OF WORK
for
SYSTEMS ENGINEERING TECHNICAL SUPPORT

1.0 GENERAL

The Indian Head Division, Naval Surface Warfare Center is required to provide the necessary engineering, development, operational, acquisition, and program management services to test and introduce state-of-the-art market products, proven business practices and commercial-off-the-shelf technology solutions for various DoD and non-DoD network systems and sub-system program initiatives. Customers include Navy, and other DoD and non-DoD activities and agencies.

1.1 Background

Required support shall be provided in accordance with specific individual written Delivery Orders, issued by Indian Head Division, Naval Surface Warfare Center within the general scope of this SOW and the contract.

This requirement supports the Navy's Smart Base Project, an initiative that has been established to identify, demonstrate, and promote innovative solutions that will increase shore installation efficiency. This will be achieved by applying proven state-of-the-art market technologies and business practices at Navy installations. An example of initiatives that have a potential to reduce the cost of the Navy's infrastructure are Bar Coding, Distributed Learning, Human Resources Management System, Port Services Management, MILPERS Management, and Paperless Administration.

This SOW describes the requirements for a contractor to provide systems engineering, reliability and maintainability (R&M), and integrated logistics support (ILS) and other technical support in various phases of Smart Base and other similar DoD initiatives. Additionally, engineering, R&M, and ILS support for programs in the acquisition process shall include programs intended to benefit wherever possible from the Non Developmental Item (NDI) concept of hardware acquisition. The delivery orders to be issued under this effort will identify specific needs that exist in the following areas: strategic planning support, systems integration, research and development, data analysis, engineering design, test engineering, reliability and maintainability, integrated logistics support, and systems engineering. Primary program parameters that shall be of concern to the contractor include system integration and compatibility, system effectiveness, user acceptability, safety, affordability, system reliability, system maintainability, system supportability, and joint service utility.

2.0 APPLICABLE DOCUMENTS

This list is not intended to be all-inclusive or required, but rather is provided as guidance. When appropriate, each delivery order shall specify the applicable performance specifications, or acceptable, non-government standards. Data items to be provided by the contractor shall be in accordance with the Contract Data Requirements List (CDRL). Provided below is a list of probable DIDs (*Advisory only*); however, this list is not intended to be all-inclusive, and each delivery order will specify the applicable data items.

DI-MGMT-80227	Contractor's Progress, Status and Management Report
DI-ADMN-81249A	Conference Agenda
DI-ADMN-81250A	Conference Minutes
DI-MISC-80508	Technical Report - Study/Services

3.0 REQUIREMENTS

The contractor shall provide the necessary resources, facilities, and materials to support the work efforts specified below. These efforts shall include such areas as systems engineering, systems integration and compatibility, analytical studies, data analysis and generation, strategic program planning support and management, system reliability, system maintainability, system supportability, test engineering, design drafting and breadboard and prototype design and fabrication.

Detailed task requirements, schedules and data to be delivered will be defined in individual delivery orders issued under the contract. Deliverable data will be listed in the CDRL item specified in each delivery order.

3.1 Systems Engineering

The contractor shall provide systems engineering support for programs in accordance with issued delivery orders. Tasks shall include, but are not limited to, one or more of the following:

3.1.1 Provide proper systems engineering support to ensure the proper technical management role of systems engineering within the acquisition process. This includes ensuring key events within the systems engineering process interface with overall acquisition management requirements.

3.1.2 Aid in defining the process, organization, and procedures that will be utilized to accomplish the systems engineering objectives for each particular application.

3.1.3 Provide specific support as to the relation of systems integration tasks and principal systems engineering documentation.

Results of this effort shall be submitted in accordance with CDRL item specified in individual delivery order.

3.2 Systems Integration

The contractor shall provide systems integration support for programs in accordance with issued delivery orders. Tasks shall include, but are not limited to, one or more of the following:

3.2.1 Participate in the development of optimized and fully integrated network systems. This includes analyses of existing and planned requirements, define a comprehensive framework of systems requirements for use as performance, design, interface, and test criteria; define interfaces between all related subsystems, integrate the technical efforts of the design team specialists to produce a balanced design, and provide inputs to critical systems documents such as master plans, program plans, milestone charts and schedules, and specifications.

3.2.2 Review and evaluate design progress in terms of ensuring compatibility of all physical, functional, and program interfaces in a manner that optimizes the total system definition and design.

3.2.3 Provide technical support to resolve interface problems, perform trade-off analyses, and assist in verifying system performance and compatibility.

Results of this effort shall be submitted in accordance with CDRL item specified in individual delivery order.

3.3 Engineering Services

The contractor shall provide engineering services for programs in accordance with issued

delivery orders. Tasks shall include, but are not limited to, one or more of the following:

3.3.1 Perform analyses to justify and document the specific program's form, fit, and functional requirements.

3.3.2 Provide analytical support to quantify operational needs and requirements. This analysis shall permit system and component definition in measurable terms for inclusion in specifications, drawings, procurement packages and test plans.

3.3.3 Provide analytical support to establish if identified needs and requirements are satisfied by the candidate system, and if not, support the development of candidate solutions.

3.3.4 Perform engineering analyses, design studies supportability analyses, and tradeoff analyses to determine the appropriate selection to satisfy mission performance requirements.

3.3.5 Perform engineering analyses in support of analysis and documentation of component and system reliability, maintainability, and testability. These analyses shall permit evaluation of system and/or component design and provide data for tradeoff studies comparing different systems and/or components, as well as provide data for trend analyses and engineering design changes, if required.

3.3.6 Provide support for engineering and other design reviews, such as Preliminary Design Review (PDR) and Critical Design Review (CDR), including preparation of presentation materials if required, analysis and assessment of data presented in support of those reviews, and attendance at these reviews.

Results of this effort shall be submitted in accordance with CDRL item specified in individual delivery order.

3.4 Design Services

The contractor shall provide design services for programs in accordance with issued delivery orders. Tasks shall include, but are not limited to, one or more of the following:

3.4.1 The contractor shall provide design support and determine the installation and modification method and/or requirements for equipment into new or existing system configurations. The design shall provide all requirements peculiar to the affected system.

3.4.2 The contractor shall provide electrical design support for network systems and sub-systems. This shall include component wiring schematics.

3.4.3 The contractor shall provide, as required, technical support for the preparation, revision, proofing, staffing and issuance of DoD drawings which fully determine the optimum arrangement and configuration of the physical elements and components to satisfy the form, fit, and functional requirements.

Results of this effort shall be submitted in accordance with CDRL item specified in individual delivery order.

3.5 Data Analysis and Generation

The contractor shall provide data analysis and generation for programs in accordance with issued delivery orders. Tasks shall include, but are not limited to, one or more of the following:

3.5.1 Provide technical support and input for the preparation, revision, proofing, and issuance of design specifications and standards which fully define the performance, material, manufacturing process, and test requirements for the specified systems.

3.5.2 Organize, analyze, and coordinate program and research data to aid in the overall program design and definition.

3.5.3 Provide technical support and input to develop source data that shall be utilized to produce technical reports.

3.5.4 Provide support for the preparation of presentation data packages that shall be used by the customer to develop technical and program briefings.

3.5.5 Provide support and technical assistance in the receipt, development, evaluation, and delivery of digital data in support of both Government and contractor operations. Assist contractors as required to facilitate the appropriate methods and media of data receipt and delivery, including on-line access and data transfer, if required.

3.5.6 Establish protocols for and maintain as required necessary databases in support of all efforts related to this contract, including, but not limited to, Logistic Support Analysis Record (LSAR), Failure Reporting and Corrective Action System (FRACAS), R&M databases, technical drawing libraries, provisioning databases, technical orders/technical manuals, etc. Provide instruction to personnel requiring access and use of these databases as required. Provide on-line access to these databases if required in accordance with accepted security and data management practices, ensuring the confidentiality of appropriate data for both Government and contractor data. Manage the databases in accordance with accepted Configuration Management (CM) practices, as well as provide CM assistance as required to both Government and contractor activities.

Results of this effort shall be submitted in accordance with CDRL item specified in individual delivery order.

3.6 Strategic Program Planning

The contractor shall provide strategic program planning support for programs in accordance with issued delivery orders. Tasks shall include, but are not limited to, one or more of the following:

3.6.1 The contractor shall perform assessments of on-going technology programs, identify technology deficits and propose technology initiatives that prioritize and provide traceability to operational needs.

3.6.2 The contractor shall conduct requirement analyses of current and future systems to identify issues to support or drive research and development programs in specific technology arenas.

Results of this effort shall be submitted in accordance with CDRL item specified in individual delivery order.

3.7 Test Service Support

The contractor shall provide test and evaluation service support for programs in accordance with issued delivery orders. This effort shall include test and evaluation service support for system, subsystem, component and equipment evaluation and qualification under operational and environmental conditions. In addition, testing and engineering services are required to ensure that data packages for systems and/or components assembled for competitive procurement are complete and accurate and that the equipment will perform as required. Tasks shall include, but are not limited to, one or more of the following:

3.7.1 Provide complete operating facilities, including all of the major test equipment and instrumentation, and personnel with the necessary expertise to perform developmental, prototype, first article, quality conformance verification, and special testing as may be assigned within the scope of the level of effort in this contract. Testing shall be accomplished in accordance with all applicable drawings; specifications or as specified by IHD/NSWC.

3.7.2 Provide test planning, test scheduling, test procedure development/documentation, design of test fixtures and support equipment, fabrication and installation of test fixtures/equipment, test performance, failure analysis, and test report documentation services.

Results of this effort shall be submitted in accordance with CDRL item specified in individual delivery order.

3.8 Supportability Services

The contractor shall provide supportability/Integrated Logistic Support (ILS) for various programs in accordance with issued delivery orders. Tasks shall include, but are not limited to, one or more of the following:

3.8.1 Conduct studies and analysis of existing and emerging designs to ensure that support/ILS considerations are effectively integrated into the system or component design and that the required support elements are planned and acquired concurrently with the system design such that the system will be both supportable and supported when fielded. This shall include, but not be limited to, baseline comparison analyses, Logistic Support Analysis (LSA), Level of Repair Analysis (LORA), site surveys of existing Government and contractor activities, data analyses, and technical interchanges between Government and contractors. This shall also include support for acquisition reviews, program management meetings and reviews, and other reviews/meetings as required.

3.8.2 Provide analysis to identify in-service support resource deficiencies and provide recommended solutions. Document the results of these analyses in appropriate databases such as LSAR and LORA, and provide necessary tailored reports or other data when required.

3.8.3 Develop and document maintenance and other supportability concepts and procedures based upon documented analysis of equipment.

Results of this effort shall be submitted in accordance with CDRL item specified in individual delivery order.

3.9 Systems Development

The contractor shall provide systems engineering support for programs in accordance with the issued delivery orders. Tasks include, but are not limited to, one or more of the following:

3.9.1 Develop new systems and enhance existing systems to evaluate new design concepts, equipment failure investigations, performance analyses and other studies.

3.9.2 Review and provide reports on analyses of design requirements, drawings, specifications and test plans in accordance with the required development efforts.

Results of this effort shall be submitted in accordance with CDRL item specified in individual delivery orders.

3.10 Breadboard/Prototype Design and Fabrication

The contractor shall provide design and fabrication support for various programs in accordance with issued delivery orders. The contractor may be required to provide one of a kind breadboard/prototype models and parts/materials to demonstrate proof of concept suitability of specific equipment associated with the studies, analyses, and design efforts provided for under this SOW. Materials, incidental to the services being furnished, shall be provided by the contractor in accordance with individual delivery order requirements generated under this contract. It is intended that the Government provide any high-dollar materials as Government Furnished Materials (GFM) if required for performance of an individual delivery order. All delivery order proposals submitted by the contractor, and requiring materials for performance, shall contain a bill of materials. GFM requirements shall be based on analysis of the contractor's bill of material submitted with the delivery order proposal.

4.0 REPORTS, DATA AND DELIVERABLES

4.1 The contractor shall submit *Contractor's Progress, Status and Management Report*, CDRL Item A001, DI-MGMT-80227, (Advisory) indicating the work accomplished, status and cost to include contractor's name and address; contract number, date of report; period covered by report; man-hours expended for the reporting period, and cumulatively during the contract; cost curves portraying actual/projected conditions through delivery order, costs incurred for the reporting period and total contractual expenditures as of report date; description of progress made during period reported, including problem areas encountered, recommendations, if any, for subsequent solution beyond the scope of this contract and subsequent delivery orders; results obtained related to previously identified problem areas; trips and significant results; and plans for activities during the following period.

4.2 *Conference Minutes* on an as required basis in accordance with DI-ADMN-81250A, CDRL Item A002.

4.3 *Conference Agenda* on an as required basis in accordance with DI-ADMN-81249A, CDRL Item A003.

4.4 *Technical Report-Study/Services* on an as required basis in accordance with DI-MISC-80508, CDRL Item A004.

5.0 GOVERNMENT FURNISHED DATA AND EQUIPMENT

The Government will provide data and equipment as necessary and will be identified on individual delivery orders.

6.0 TRAVEL

The contractor shall be required to travel in the performance of this contract. Specific travel requirements for each assigned task shall be delineated in the individual delivery order.

7.0 SECURITY

All personnel associated with this contract shall have a DoD "secret" clearance. The contractor shall have access to information and compartments with a "secret" classification. All deliverables associated with this SOW are "unclassified" unless otherwise specified on the individual delivery order.

8.0 DISCLAIMER STATEMENT

All reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

"The views, opinion and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation."

5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992) (NAVSUP)

PERSONNEL QUALIFICATIONS

The contractor is required to provide personnel having the following levels of professional and technical experience. These qualifications are only a baseline; contractors should strive for technical excellence in personnel by demonstrating experience and qualification beyond these qualifications.

The specialized experience included as part of the required qualifications shall have been obtained in the fields of endeavor indicated by the applicable labor categories listed below. Unless stated otherwise in the individual labor category, experience must also be within the last five years.

The contractor shall be responsible for employing appropriate professionally and technically qualified personnel to perform the tasks outlined herein. All key personnel proposed for each labor category below should have or be capable of obtaining a security clearance rating of SECRET. The contractor shall have the qualified personnel, organization, and administrative control necessary to ensure the qualifications or competence of any persons performing under the contract. The burden of proof to sustain that the persons are qualified as prescribed herein shall be on the contractor.

PROGRAM MANAGER (Key Personnel)

Education/Experience: Position requires a Masters of Science degree in a recognized engineering, scientific, technical discipline from an accredited college or university with a minimum of fifteen (15) years of work experience with DoD systems.

Functions: The candidate should be thoroughly knowledgeable and experienced in managing progressively complex programs and systems of a technical nature. Must possess experience in the development and implementation of program plans for all system effectiveness disciplines and all elements of system engineering. Must possess extensive experience in planning, organizing and directing multi-disciplined programs to provide effective and cost efficient support.

SENIOR RESEARCH ENGINEER (Key Personnel)

Education/Experience: Position requires a Ph.D in a recognized engineering, scientific, technical discipline from an accredited university with a minimum of ten (10) years of work experience with DoD systems.

Functions: The candidate must possess experience in the management and implementation of product-directed research and development programs.

SENIOR ENGINEER (Key Personnel)

Education/Experience: Position requires a Masters of Science degree in a recognized engineering, scientific, technical discipline from an accredited college or university with a minimum of eight (8) years of work experience in the research, design and development of network systems and sub-systems.

Functions: The candidate must possess experience in developing top level and detailed engineering designs, and developing optimized engineering solutions to complex problems, with little or no supervision. Must be capable of preparing complex reports, briefings and presentations. Candidate must be capable of providing direct supervision to junior technical staff members. A Bachelor's degree with ten (10) or more years of experience may be substituted.

ENGINEER

Education/Experience: Position requires a Bachelor's degree in a related engineering discipline from an accredited college or university with a minimum of four (4) years of experience in support of engineering projects.

Functions: The candidate shall possess engineering expertise in conceptual design, engineering analysis, detail designs, and the application of military standards towards establishing network systems.

JUNIOR ENGINEER

Education/Experience: Position requires a Bachelor's degree in a related engineering discipline from an accredited college or university with a minimum of one (1) year of experience in support of engineering projects.

SENIOR ILS ENGINEER (Key Personnel)

Experience/Education: Position requires a Bachelor's degree in engineering or the sciences from an accredited college or university with a minimum of ten (10) years of experience working for Government or industry in ILS, including Logistic Support Analysis (LSA) /LSA Record (LSAR), Level of Repair Analysis (LORA), ILS impacts on engineering, ILS planning, and the integration of ILS requirements into program acquisition planning and execution.

Functions: The candidate shall also be experienced in the use of Government-issued or commercially-available logistics software database packages which assist in LSAR and LORA development and documentation, as well as experienced in analysis of the technical reports generated using those database packages.

ILS ENGINEER

Education/Experience: Position requires a Bachelor's degree in engineering or the sciences from an accredited college or university with a minimum of four (4) years of experience working for Government or industry in ILS, including Logistic Support Analysis (LSA)/LSA Record (LSAR), Level of Repair Analysis (LORA), ILS impacts on engineering, ILS planning, and the integration of ILS requirements into program acquisition planning and execution.

Functions: The candidate shall also be experienced in the use of Government-issued or commercially-available logistics software database packages which assist in LSAR and LORA development and documentation, as well as experienced in analysis of the technical reports generated using those database packages.

ANALYST

Education/Experience: Position requires a Bachelor's degree in engineering or the sciences from an accredited college or university with a minimum of six (6) years of experience in systems applications and analytical support of DoD related projects. A minimum of ten (10) years of related experience may be substituted.

CONFIGURATION MANAGER (Key Personnel)

Education/Experience: Position requires a minimum of two (2) years of college or technical training above high school level, with fifteen (15) years experience in the preparation of detail, assembly and installation drawings for electrical/mechanical systems.

Functions: The candidate shall have a minimum of ten (10) years in a Configuration Management supervisory position and must have a working knowledge of military specifications and standards.

SENIOR TEST ENGINEER (Key Personnel)

Education/Experience: Position requires a Bachelor's degree in engineering or the sciences from accredited college or university and a minimum of seven (7) years experience in conducting a full range of laboratory testing and evaluations directly related to the types of efforts required by the Statement of Work.

Functions: The candidate must have experience in the application of engineering principles to investigate, analyze, plan, design, develop, implement, test and/or evaluate network systems, subsystems, components, and equipment. The individual shall be responsible for the overall aspects of program development, project management, test and evaluation functions, data acquisition, and communication/reporting of results.

TEST ENGINEER

Education/Experience: Position requires a Bachelor's degree in engineering or the sciences from accredited college or university and a minimum of three (3) years experience in conducting a full range of laboratory testing and evaluations directly related to the types of efforts required by the Statement of Work. The candidate must have experience in the application of engineering principles to investigate, analyze, plan, design, develop, implement, test and/or evaluate network systems, subsystems, components, and equipment.

Functions: The candidate shall be responsible for the overall aspects of program development, project management, test and evaluation functions, data acquisition, and communication/reporting of results.

SENIOR DESIGNER/DRAFTSPERSON (Key Personnel)

Education/Experience: Position requires a minimum of two (2) years of college or technical training above high school level, with fifteen (15) years experience in the preparation of detail, assembly and installation drawings for electrical and mechanical systems in accordance with MIL-T-31000.

Functions: The candidate must have a working knowledge of military specifications and standards. The experience should include planning, checking, and preparation of complex layouts in accordance with engineering and design inputs.

DESIGNER/DRAFTSPERSON

Education/Experience: Position requires a minimum of two (2) years of college or technical training above high school level, with seven (7) years experience in the preparation of detail, assembly and installation drawings for electrical and mechanical systems in accordance with MIL-T-31000.

Functions: The candidate must have a working knowledge of military specifications and standards. The experience should include planning, checking, and preparation of complex layouts in accordance with engineering and design inputs.

SENIOR ENGINEERING TECHNICIAN (Key Personnel)

Experience/Education: Position requires a minimum of eight (8) years of work experience in the development, testing or maintenance and repair of systems and equipment.

Functions: The candidate must possess knowledge of military standards and specifications, as well as systems operations and maintenance procedures.

ENGINEERING TECHNICIAN

Experience/Education: Position requires a minimum of two (2) years of work experience in the development, testing or maintenance and repair of systems and equipment.

SENIOR QUALITY ASSURANCE INSPECTOR (Key Personnel)

Experience/Education: Position requires a minimum of two (2) years of college or technical training above high school level, with ten (10) years experience in manufacturing, quality control and process control engineering for electronic and mechanical aerospace systems.

Functions: The candidate must have knowledge of ISO-9000 requirements and experience with their implementation.

TECHNICAL WRITER/EDITOR

Experience/Education: Position requires a High School diploma and a minimum of three (3) years work experience is required. Work experience should include the writing of scientific, technical, engineering or other professional material.

Functions: The candidate must have experience in developing technical manuals, technical documentation and operation materials applicable to Government standards. Individual must be capable of working with engineering, analyst and design personnel for various manuals and publications.

ADMINISTRATIVE ASSISTANT

Education/Experience: Position requires a High School diploma. Individual must be capable of providing administrative services as required in support of the contract. This includes

assisting other personnel with the preparation of documentation such as reports, schedule and cost proposals; meeting minutes, technical and other manuals; engineering change proposals, and any contractual documentation.

ITEM(S) - DATA REQUIREMENTS (NAVSEA) SEP 1992

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto in **Section J**.

SINGLE PROCESS INITIATIVE NOV 1996

The Contractor shall comply with those Single Process Initiative (SPI) processes incorporated in this contract and identified as substitutes for specified requirements stipulated herein.

COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in humanform on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

YEAR 2000 WARRANTY--NON-COMMERCIAL SUPPLY ITEMS (NAVSEA) (NOV 1996)

The Contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

SECTION D - PACKAGING AND MARKING

MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS) (IHD/NSWC)

- (a) Marking shall be in accordance with ASTM D 3951-90,
- (b) "Commercial Packaging of Supplies and Equipment."
- (c) Additional markings are stated below:

Contract No: (N00174-99-D)

Bldg: (per individual delivery orders)

Code: (per individual delivery orders)

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

252.227-7026 Deferred Delivery of Technical Data or Computer Software. APR 1988

The Government shall have the right to require, at any time during the performance of this contract, within two (2) years after either acceptance of all items (other than data or computer software) to be delivered under this contract or termination of this contract, whichever is later, delivery of any technical data or computer software item identified in this contract as "deferred delivery" data or computer software. The obligation to furnish such technical data required to be prepared by a subcontractor and pertaining to an item obtained from him shall expire two (2) years after the date Contractor accepts the last delivery of that item from that subcontractor for use in performing this contract.

PREPARATION FOR DELIVERY (COMMERCIALLY PACKAGED ITEMS)

Preservation, packaging and packing shall be in accordance with ASTM D 3951-90 "Commercial Packaging of Supplies and Equipment."

SECTION E - INSPECTION AND ACCEPTANCE

52.246-5 Inspection of Services--Cost-Reimbursement.

APR 1984

INSPECTION AND ACCEPTANCE (DESTINATION) (JAN 92) (IHDNSWC)

Inspection and Acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and Acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

SECTION F - DELIVERIES OR PERFORMANCE

52.242-15 Stop-Work Order. (AUG 1989) -- Alternate I APR 1984
52.247-34 F.o.b. Destination NOV 1991

PLACE OF DELIVERY: DESTINATION (IHD/NSWC)

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

The address specified under the individual delivery order.

(b) Proposals submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive and proposals may be deemed unacceptable.

PERIOD OF PERFORMANCE (IHD/NSWC)

The effort to be performed under this contract shall be completed within a period of **[36] months (if all options are exercised)** beginning with the effective date of this contract. The total period of performance, including delivery of data, shall be for a duration of **[36] months (if all options are exercised)** beginning with the effective date of this contract.

DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified under each individual delivery order.

SECTION G - CONTRACT ADMINISTRATION DATA

252.242-7000

Postaward Conference.

DEC 1991

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [2] copies, to the [contract auditor*] at the following address:

Contractor's DCAA office

[X]unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [the Contracting Officer's Representative]. Following verification, the [contract auditor*] will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [30] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

[] is required with each invoice submittal.

[X] is required only with the final invoice.

[] is not required.

(f) A Certificate of Performance

[X] shall be provided with each invoice submittal.
[] is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

INDIAN HEAD DIVISION, NAVAL SURFACE WARFARE CENTER HOURS OF OPERATION AND HOLIDAY SCHEDULE (IHD/NSWC)

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Surface Warfare Center. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Surface Warfare Center is:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	1 January (Wednesday)*
Martin Luther King's Birthday	20 January (Monday)*
President's Day	17 February (Monday)*
Memorial Day	26 May (Monday)*
Independence Day	4 July (Friday)*
Labor Day	1 September (Monday)*
Columbus Day	13 October (Monday)*
Veteran's Day	11 November (Tuesday)*
Thanksgiving Day	27 November (Thursday)*
Christmas Day	25 December (Thursday)*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Purchase Division and Receiving Branch are as follows:

AREA	FROM	TO
Purchase Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	8:00 A.M. 12:30 P.M.	11:30 A.M. 2:00 P.M.

If you intend to visit the Purchase Division, it is advised that you call for an appointment at least 24 hours in advance.

SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL IHD/NSWC

Security badges will be issued by the Government only to those contractor personnel who require access to Naval Surface Warfare Center in connection with work to be performed under this contract. Approval for such issuance's may only be granted by the COTR, Ordering or Contracting Officer. The Contractor shall maintain a register of employees currently authorized access to the Naval Surface Warfare Center. This does not include badges temporarily authorized for contractor visitors to Naval Surface Warfare Center. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Surface Warfare Center.

This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (IHD/NSWC)

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (IHD/NSWC)

(a) The COR for this contract is:

Name: **Joe McClure**
Mailing Address: **Naval Surface Warfare Center, IH DIV**
Code: **655M** Telephone No.: **301-743-4628 x276**

(b) The COR for this contract is:

Name: **Maria Gonzalez**
Mailing Address: **Naval Surface Warfare Center, IH DIV**
Code: **655N** Telephone No.: **301-743-4628 x295**

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

TYPES OF DELIVERY ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS (FEB 1997) (NSWC/IHD)

(a) The following types of delivery orders will be issued under this contract: **COST PLUS FIXED FEE, IDIQ, LOE.**

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS MAY 1993

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

5252.216-9112 ORDERS (COST-PLUS-FIXED-FEE) (NOV 1996)

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) of this clause, the Contractor agrees to-accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All the requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting officer cited in paragraph (i). Each order shall:

(1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, if applicable, shall refer to the appropriate item under Section B of this agreement;

(2) set forth quantities being ordered;

(3) set forth preservation, packaging and packing instructions, if any;

(4) set forth delivery or performance dates;

(5) designate the place(s) where inspection and acceptance will be made by the Government;

(6) set forth the estimated cost and fixed fee or, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;

(7) set forth appropriation and accounting data for the work being ordered;

(8) be dated;

(9) be identified by number in accordance with DFARS 204.7004;

(10) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;

(11) set forth the disbursing office where payment is to be made and other applicable contract administration data;

(12) cite the applicable circumstance or exception and the justification control number. orders for items not identified in the class justification, or an individual justification and the basic ordering agreement are unauthorized;

(13) be issued on an SF 26 or DD Form 1155; and

(14) set forth any other pertinent information.

(c) Priced Orders. Except as otherwise provided in paragraph

(d) below, the Contractor shall not begin any work on an order until the estimated cost and fixed fee for the order have been agreed upon by the Contracting Officer and Contractor and an order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a cost proposal for the work specified in the order. The Contractor shall submit a signed SF 1411 (Contract Pricing Proposal) or such other cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, the Contractor and the Contracting Officer shall negotiate and agree upon the estimated cost, fixed fee, and delivery schedule for the work being ordered. The estimated cost, fixed fee, and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, the Contracting officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount, and a schedule for definitization of the order, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum amount (including fee) at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) Rejection of Unilateral orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the

order.

(f) Definitization of Undefinitized Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the CPFF and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its CPFF proposal; and, when required by FAR or the Contracting Officer, cost or pricing data, including SF 1411. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The CPFF agreed upon shall be set forth in a bilateral modification to the order. In no event shall the CPFF exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i)a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable CPFF in accordance with Subpart 15.8 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401

to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government Liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the total CPFF proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

NAVSEA 5252.216-9122 LEVEL OF EFFORT JUL 1986

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 120,600 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately forty (40) hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law,

regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below.

As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE	ESTIMATED
	\$	\$		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

SECTION I - CONTRACT CLAUSES

252.201-7000 Contracting Officers Representative. (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

52.202-1	Definitions.	OCT 1995
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies	MAR 1999
252.203-7002	Display of DoD Hotline Poster.	DEC 1991
52.204-2	Security Requirements.	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper.	JUN 1996
252.204-7000	Disclosure of Information.	DEC 1991
252.204-7002	Payment for Subline Items Not Separately Priced.	
252.204-7004	Required Central Contractor Registration.	MAR 1998

(a) Definitions.

As used in this clause -

(1) Central Contractor Registration (CCR database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at

the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

252.204-7003	Control of Government Personnel Work Product	APR 1992
252.209-7004	Subcontracting W/Firms that are owned or controlled by the govt of a terrorist country	MAR 1998
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
52.208-9	Contractor use of mandatory sources of supply	MAR 1996
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
252.209-7000	Acquisition From Subcontractors Subject to Onsite Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty.	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
52.211-15	Defense Priority and Allocation Requirements	SEP 1990
52.215-2	Audit and Records - Negotiation.	AUG 1996
52.215-8	Order of Precedence - Uniform Contract Format.	
52.215-14	Integrity of Unit Prices.	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information	

	Other Than Cost or Pricing Data--Modifications.	OCT 1997
52.216-7	Allowable Cost and Payment.	APR 1998
52.216-8	Fixed Fee.	MAR 1997

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **[DATE OF CONTRACT AWARD] through [ONE YEAR THEREAFTER, UNLESS EXTENDED IN ACCORDANCE WITH THE OPTION PROVISIONS OF THE CONTRACT.]**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **[\$1,000.00]**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **the total value of the contract ;**

(2) Any order for a combination of items in excess of **the total value of the contract; or**

(3) A series of orders from the same ordering office within **the period of the contract** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [7] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in

accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **365 days after exercise of Option Year 2.**

ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (FEB 1997) (NSWCIH)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order.

(c) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(d) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(e) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(f) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(g) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

52.217-9 Option to Extend the Term of the Contract. (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within **365 days after the effective date of the contract or within 365 days after exercising a previous option**; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

52.219-6 Notice of Total Small Business Set-Asides

JUL 1996

52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns.

JAN 1999

(a) It is the policy of the United States that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term small business concern shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term small business concern owned and controlled by socially and economically disadvantaged individuals shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

(d) The term small business concern owned and controlled by women shall mean a small business concern -

(1) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women; and

(e) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals or a small business concern owned and controlled by women.

52.219-14	Limitations on Subcontracting.	DEC 1996
52.222-2	Payment for Overtime Premiums.	JUL 1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0.00 or the overtime premium is paid for work -

52.222-3	Convict Labor.	AUG 1996
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52.222-21	Certification of Nonsegregated Facilities	APR 1984
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As prescribed in 22.810(a)(1), insert the following provision in solicitations when a contract is contemplated that will include the clause at 52.222-26, Equal Opportunity, and the contract amount is expected to exceed \$10,000:

CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

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(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local

custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

52.222-26	Equal Opportunity (Deviation)	FEB 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	APR 1998
52.222-36	Affirmative Action for Handicapped Workers.	APR 1984
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	APR 1998
52.222-41	Service Contract Act of 1965, as Amended	MAY 1989
52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 1988
52.223-2	Clean Air and Water.	APR 1984
52.223-5	Pollution Prevention and Right to know information	APR 1998
52.223-6	Drug-Free Workplace.	JAN 1997
52.223-14	Toxic Chemical Release Reporting.	OCT 1996
252.223-7004	Drug-Free Work Force.	SEP 1988
252.223-7006	Prohibition on storage and disposal of toxic and hazardous materials.	APR 1993
52.225-11	Restrictions on Certain Foreign Purchases.	OCT 1996
252.225-7001	Buy American Act and Balance of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources as Subcontractors	DEC 1991

252.225-7012	Preference for Certain Domestic Commodities.	MAY 1999
252.225-7026	Reporting of contract performance outside the United States.	MAR 1998
252.225-7031	Secondary Arab Boycott of Israel	JUN 1992
52.227-1	Authorization and Consent.	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 1996
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in bid or proposal information	JUN 1995
252.227-7019	Validation of Asserted Restrictions Computer Software	JUN 1995
252.227-7030	Technical Data - Withholding of Payment.	OCT 1988
252.227-7036	Declaration of Technical Data Conformity.	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data.	NOV 1995
52.228-7	Insurance - Liability to Third Persons.	MAR 1996
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation of Funds.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	JUN 1997
52.232-33	Payment By Electronic Funds Transfer-Central Contractor Registration	MAY 1999

252.232-7009 Payment by Electronic Funds Transfer (CCR). (JUN 1998)

a) Method of payment.

- 1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) of (b) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- 2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either (I) accept payment by check or some other mutually agreeable method of payment, or (II) request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (e) of this clause).

b) Alternative contractor certification. If the Contractor certifies in writing, as part of its registration with the Central Contractor Registration (CCR) database that it does not have an account with a financial institution and does not have an authorized payment agent, payment shall be made by check to the remittance address contained in the CCR database. All contractor certifications will expire on January 1, 1999.

c) Contractor's EFT information. Except as provided in paragraph (b) of this clause, the Government shall make payment to the Contractor using the EFT information contained in the CCR database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR

database.

- d) Mechanisms for EFT payment. The Government may make payment by EFT through either an Automated Clearing House subject to the banking laws of the United States or the Federal Reserve Wire Transfer System.
- e) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect and the Contractor has not certified under paragraph (b) of this clause, the Government need not make payment to the Contractor under this contract until correct EFT information or Certification is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- f) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.
- g) Liability for uncompleted or erroneous transfers.
 - 1. If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor's EFT information in the correct manner, the Government remains responsible for—
 - i. Making a correct payment;
 - ii. Paying any prompt payment penalty due; and
 - iii. Recovering any erroneously directed funds.
 - 2. If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction to the Federal Reserve System, and
 - i. If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the contractor is responsible for recovery of any erroneously directed funds; or
 - ii. If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph(e) of this clause shall apply.
- h) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee register in the CCR database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a

proper assignment of claims acceptable to the Government, in incorrect EFT information within the meaning of paragraph (e) of this clause.

- j) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- k) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Contractor has certified in accordance with paragraph (b) of this clause or if the Government otherwise makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

	AUG 1996	
252.232-7006	Reserved	
52.233-1	Disputes.	OCT 1995
52.233-1	Disputes. (OCT 1995) -- Alternate I	DEC 1991
52.233-3	Protest after Award.	AUG 1996
52.233-3	Protest after Award.	AUG 1996
	-- Alternate I	JUN 1985
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	APR 1984
52.237-3	Continuity of Services.	JAN 1991
52.237-10	Indentification of Uncompensated Overtive	OCT 1997
52.239-1	Privacy or Security Safeguards.	AUG 1996
252.239-7000	Protection against Compromising Emanations	Dec 1991
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	OCT 1995
52.242-13	Bankruptcy.	JUL 1995
52.243-2	Changes - Cost-Reimbursement.	AUG 1987
252.243-7000	Engineering Change Proposals.	JUL 1997
252.243-7002	Requests for Equitable Adjustments	MAR 1998

52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts.) (OCT 1997)
-- Alternate I (AUG 1996)

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts with any subcontractor who was not identified prior to award.

52.244-5 Competition in Subcontracting. DEC 1996

52.244-6 Subcontracts for Commercial Items and Commercial Components. (APR 1998)
(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items

between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.246-25

Limitation of Liability--Services.

FEB 1997

52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit. (JUN 1997)

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid--

(i) By the Contractor under a cost-reimbursement contract; and

(ii) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration
Attn: FWA
1800 F Street, NW
Washington, DC 20405.

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show--

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

252.246-7000	Material Inspection and Receiving Report	DEC 1991
252.246-7001	Warranty of Data.	DEC 1991
252.247-7023	Transportation of Supplies by Sea.	NOV 1995
252.247-7024	Notification of Transportation of Supplies by Sea.	NOV 1995
52.248-1	Value Engineering.	MAR 1989
52.249-6	Termination (Cost-Reimbursement).	SEP 1996
52.249-14	Excusable Delays.	APR 1984
52.251-1	Government Supply Sources	APR 1984
252.251-7000	Ordering From Government Supply Sources.	MAY 1995

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.253-1 Computer Generated Forms. (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is

different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT (1) CONTRACT ADMINISTRATION PLAN

ATTACHMENT (2) WAGE DETERMINATION

ATTACHMENT (3) CONTRACT DATA REQUIREMENTS LIST (1423's)

ATTACHMENT (4) DD 1664's

ATTACHMENT (5) DD 254

*** Note:** DD1423's, 1664's and 254's are included as part of the solicitation but have not been electronically sent with the package due to format restrictions. These documents are available upon request from the contracting shop POC.

FOR COST REIMBURSEMENT TERM (LEVEL OF EFFORT)/INDEFINITE
DELIVERY, INDEFINITE QUANTITY CONTRACT

CONTRACT ADMINISTRATION PLAN
CONTRACT NO. N00174-99-D

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarification, or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
 - a. All pre-award information, questions, data, or Freedom of Information inquiries.
 - b. Post award conference
 - c. All post-award changes or interpretations regarding the scope terms, or conditions of the basic contract and/or delivery orders (unless technical clarifications/questions can be resolved by the COR).
 - d. Request, obtain, and evaluate proposals for delivery orders to be issued.
 - e. Negotiate/determine the price/estimated cost of the order is fair and reasonable for the effort proposed (may require COR assistance)
 - f. Issue order and obligate funds
 - g. Authorize overtime (only if provided for in contract)
 - h. Authorize performance to begin (includes emergencies)
 - i. Maintains oversight to assure that funds and contract scope are not exceeded.
 - j. Monitoring the COR
 - k. Meet at least quarterly with COR to review contract performance (joint responsibility of COR). This may be satisfied telephonically, depending on the circumstances.
 - l. Perform all Contracting Officer functions not delegated to CAO.
2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.
3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract/delivery order prior to final payment to the contractor.
4. PAYING OFFICE is responsible for payment of proper invoices after acceptance (constructive or actual) or approved provisional payment.
5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
 - a. Controlling all government technical interface with the contractor and providing technical advice and clarifications on the statement of work.

- b. Providing copies of all government/contractor technical correspondence to the PCO.
- c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor)
- d. Promptly reviewing the COR copy of the contractor's invoice (public voucher). This includes monitoring of the direct cost of labor, material, travel, etc. to assure invoice is consistent with the delivery order and the progress made to date and that the charges appear proper. If the COR disagrees with any of the costs in the invoice, he/she will immediately notify DCAA via letter to DFAS (with a copy to the PCO) so they can include these areas in their final audit.
- e. Monitoring (a) the types of labor categories and number of hours ordered, and (b) that which is actually performed, to assure that neither result in the use of a predominance of the higher cost labor categories, unless actually required. Maintaining a log, by delivery order, of the hours ordered, and the hours performed (received and accepted), the value of the delivery order as issued, and the amount invoiced and approved. (Provide log with annual report).
- f. Quality assurance, inspection and acceptance of services and deliverable data.
- g. In the event of contractor delay, or failure to perform, determine the cause, and make recommendations to the PCO for corrective action.
- h. Meeting at least quarterly with the PCO to review contract performance. This may be satisfied telephonically, depending upon the circumstance.
- i. Statement of Work (SOW) for delivery orders. The SOW for a delivery order should be prepared by Navy personnel other than the COR who is responsible for acceptance of services and certification of invoices. In this instance, the COR is responsible for final review and submission of the SOW and DD 1423; otherwise, the COR is responsible for preparing the SOW.
- j. Preparing INDEPENDENT government estimate prior to submitting RCP to PCO to request delivery order. Assist PCO in negotiations if requested. The estimate must be in detail and must include specific breakdown of hours, travel (with estimates and destinations), material (items and costs), other (as applicable).
- k. Maintaining a COR file of all correspondence with the PCO and contractor and copies of all invoices.
- l. Monitoring the level of effort performed to be sure it is consistent with the contract and that overall variation of

the level of effort between labor categories is within that by the contract.

m. If the delivery order is incrementally funded, the COR shall funding, as necessary, to assure required continuity of services.

n. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.19 "Service Contract Restriction and Safeguards", NAVSEAINST 4200.17B and SECNAVINST 4205.5 "Contracting Officer's Technical Representative" and the Contracting Officer's COR Appointment Letter.

o. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually. The report should address all aspects of contractor performance including cost performance including cost effectiveness, quality and timeliness of contractor performance (and shall include delivery order log).

p. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.

NAMES/ADDRESSES/CODES/TELEPHONE NUMBER OF COGNIZANT INDIVIDUAL/OFFICE

COR	<u>Joe McClure</u>	<u>655B</u>	<u>(301)744-4688 x276</u>
	Name	Code	Telephone

PCO	<u>Celeste A. Mills</u>	<u>1141</u>	<u>(301)744-6655</u>
	Name	Code	Telephone

DCAA (refer to the invoice clause of the contract, Section G)

PAYING OFFICE (refer to page one of contract document)

CAO (refer to page one of contract document)

WAGE DETERMINATION NO: 94-2103 REV (17) AREA: DC ,DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (17) AREA: DC ,DISTRICT-WIDE

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
Washington, D.C. 20210

Wage Determination No.: 94-2103

Revision No.: 17

Division of

Wage Determinations

Date of Last Revision: 07/09/1998

State): District of Columbia, Maryland, Virginia

Areas: Maryland COUNTIES OF Calvert, Charles, Frederick, Montgomery,
Prince George's, St Mary's
Virginia COUNTIES OF Arlington, Fairfax, Fauquier, King George,
Loudoun, Prince William, Stafford, Alexandria, Falls Church

** Fringe Benefits Required For All Occupations Included In

This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

Administrative Support and Clerical Occupations:

01011 Accounting Clerk I	\$ 8.79
01012 Accounting Clerk II	\$ 10.28
01013 Accounting Clerk III	\$ 12.15
01014 Accounting Clerk IV	\$ 14.16
01030 Court Reporter	\$ 13.22
01050 Dispatcher, Motor Vehicle	\$ 13.85
01060 Document Preparation Clerk	\$ 10.25
01070 Messenger (Courier)	\$ 7.82
01090 Duplicating Machine Operator	\$ 10.25
01110 Film/Tape Librarian	\$ 12.88
01115 General Clerk I	\$ 7.82
01116 General Clerk II	\$ 9.17
01117 General Clerk III	\$ 10.25
01118 General Clerk IV	\$ 14.31
01120 Housing Referral Assistant	\$ 14.82
01131 Key Entry Operator I	\$ 10.05
01132 Key Entry Operator II	\$ 11.23
01191 Order Clerk I	\$ 11.26
01192 Order Clerk II	\$ 12.44
01261 Personnel Assistant (Employment) I	\$ 10.33
01262 Personnel Assistant (Employment) II	\$ 11.28
01263 Personnel Assistant (Employment) III	\$ 13.00
01264 Personnel Assistant (Employment) IV	\$ 15.50
01270 Production Control Clerk	\$ 14.82
01290 Rental Clerk	\$ 12.08
01300 Scheduler, Maintenance	\$ 12.08
01311 Secretary I	\$ 12.08
01312 Secretary II	\$ 13.22
01313 Secretary III	\$ 14.82
01314 Secretary IV	\$ 16.86
01315 Secretary V	\$ 18.96
01320 Service Order Dispatcher	\$ 12.08

01341 Stenographer I	\$ 13.26
01342 Stenographer II	\$ 14.87
01400 Supply Technician	\$ 16.86
01420 Survey Worker (Interviewer)	\$ 13.22
01460 Switchboard Operator-Receptionist	\$ 10.28
01510 Test Examiner	\$ 13.22
01520 Test Proctor	\$ 13.22
01531 Travel Clerk I	\$ 8.64
01532 Travel Clerk II	\$ 9.33
01533 Travel Clerk III	\$ 10.05
01611 Word Processor I	\$ 10.48
01612 Word Processor II	\$ 12.05
01613 Word Processor III	\$ 14.95
Automatic Data Processing Occupations:	
03010 Computer Data Librarian	\$ 9.97
03041 Computer Operator I	\$ 10.23
03042 Computer Operator II	\$ 12.06
03043 Computer Operator III	\$ 14.62
03044 Computer Operator IV	\$ 16.53
03045 Computer Operator V	\$ 17.79
03071 Computer Programmer I 1/	\$ 14.46
03072 Computer Programmer II 1/	\$ 16.97
03073 Computer Programmer III 1/	\$ 19.87
03074 Computer Programmer IV 1/	\$ 23.04
03101 Computer Systems Analyst I 1/	\$ 17.93
03102 Computer Systems Analyst II 1/	\$ 23.32
03103 Computer Systems Analyst III 1/	\$ 27.12
03160 Peripheral Equipment Operator	\$ 9.97
Automotive Service Occupations:	
05005 Automobile Body Repairer, Fiberglass	\$ 18.39
05010 Automotive Glass Installer	\$ 16.45
05040 Automotive Worker	\$ 16.45
05070 Electrician, Automotive	\$ 17.44
05100 Mobile Equipment Servicer	\$ 14.43
05130 Motor Equipment Metal Mechanic	\$ 18.39
05160 Motor Equipment Metal Worker	\$ 16.45
05190 Motor Vehicle Mechanic	\$ 18.46
05220 Motor Vehicle Mechanic Helper	\$ 13.38
05250 Motor Vehicle Upholstery Worker	\$ 15.47
05280 Motor Vehicle Wrecker	\$ 16.45
05310 Painter, Automotive	\$ 17.44
05340 Radiator Repair Specialist	\$ 16.45
05370 Tire Repairer	\$ 14.43
05400 Transmission Repair Specialist	\$ 18.39
Food Preparation and Service Occupations:	
07010 Baker	\$ 11.47
07041 Cook I	\$ 10.06
07042 Cook II	\$ 11.47
07070 Dishwasher	\$ 7.23
07100 Food Service Worker (Cafeteria Worker)	\$ 7.23
07130 Meat Cutter	\$ 11.47
07250 Waiter/Waitress	\$ 7.89
Furniture Maintenance and Repair Occupations:	
09010 Electrostatic Spray Painter	\$ 17.44
09040 Furniture Handler	\$ 12.13
09070 Furniture Refinisher	\$ 17.44
09100 Furniture Refinisher Helper	\$ 13.38
09110 Furniture Repairer, Minor	\$ 15.47
09130 Upholsterer	\$ 17.44
General Service and Support Occupations:	

11030 Cleaner, Vehicles	\$ 7.23
11060 Elevator Operator	\$ 7.23
11090 Gardener	\$ 10.06
11121 Housekeeping Aide I	\$ 6.44
11122 Housekeeping Aide II	\$ 7.26
11150 Janitor	\$ 7.23
11210 Laborer, Grounds Maintenance	\$ 7.89
11240 Maid or Houseman	\$ 6.39
11270 Pest Controller	\$ 10.79
11300 Refuse Collector	\$ 7.23
11330 Tractor Operator	\$ 9.33
11360 Window Cleaner	\$ 7.89
Health Occupations:	
12020 Dental Assistant	\$ 10.26
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 10.42
12071 Licensed Practical Nurse I	\$ 12.69
12072 Licensed Practical Nurse II	\$ 14.25
12073 Licensed Practical Nurse III	\$ 15.95
12100 Medical Assistant	\$ 9.17
12130 Medical Laboratory Technician	\$ 9.17
12160 Medical Record Clerk	\$ 9.17
12190 Medical Record Technician	\$ 12.71
12221 Nursing Assistant I	\$ 7.28
12222 Nursing Assistant II	\$ 8.18
12223 Nursing Assistant III	\$ 10.48
12224 Nursing Assistant IV	\$ 11.77
12250 Pharmacy Technician	\$ 11.44
12280 Phlebotomist	\$ 9.17
12311 Registered Nurse I	\$ 15.88
12312 Registered Nurse II	\$ 17.80
12313 Registered Nurse II, Specialist	\$ 19.65
12314 Registered Nurse III	\$ 21.55
12315 Registered Nurse III, Anesthetist	\$ 21.55
12316 Registered Nurse IV	\$ 25.83
Information and Arts Occupations:	
13002 Audiovisual Librarian	\$ 16.86
13011 Exhibits Specialist I	\$ 15.11
13012 Exhibits Specialist II	\$ 18.90
13013 Exhibits Specialist III	\$ 23.27
13041 Illustrator I	\$ 15.11
13042 Illustrator II	\$ 18.90
13043 Illustrator III	\$ 23.27
13047 Librarian	\$ 18.96
13050 Library Technician	\$ 13.22
13071 Photographer I	\$ 13.46
13072 Photographer II	\$ 15.11
13073 Photographer III	\$ 18.90
13074 Photographer IV	\$ 23.27
13075 Photographer V	\$ 25.60
Laundry, Drycleaning, Pressing and Related Occups:	
15010 Assembler	\$ 6.51
15030 Counter Attendant	\$ 6.51
15040 Dry Cleaner	\$ 8.04
15070 Finisher, Flatwork, Machine	\$ 6.51
15090 Presser, Hand	\$ 6.51
15100 Presser, Machine, Drycleaning	\$ 6.51
15130 Presser, Machine, Shirts	\$ 6.51
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.51
15190 Sewing Machine Operator	\$ 9.09
15220 Tailor	\$ 9.75

15250 Washer, Machine	\$ 7.14
Machine Tool Operation and Repair Occupations:	
19010 Machine-Tool Operator (Toolroom)	\$ 17.44
19040 Tool and Die Maker	\$ 21.24
Materials Handling and Packing Occupations:	
21010 Fuel Distribution System Operator	\$ 14.80
21020 Material Coordinator	\$ 14.64
21030 Material Expediter	\$ 14.64
21040 Material Handling Laborer	\$ 10.01
21050 Order Filler	\$ 12.76
21071 Forklift Operator	\$ 10.93
21080 Production Line Worker (Food Processing)	\$ 11.25
21100 Shipping/Receiving Clerk	\$ 11.78
21130 Shipping Packer	\$ 10.99
21140 Store Worker I	\$ 8.61
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 11.13
21210 Tools and Parts Attendant	\$ 12.73
21400 Warehouse Specialist	\$ 11.25
Mechanics and Maintenance and Repair Occupations:	
23010 Aircraft Mechanic	\$ 18.39
23040 Aircraft Mechanic Helper	\$ 13.38
23050 Aircraft Quality Control Inspector	\$ 19.37
23060 Aircraft Servicer	\$ 15.47
23070 Aircraft Worker	\$ 16.45
23100 Appliance Mechanic	\$ 17.44
23120 Bicycle Repairer	\$ 14.43
23125 Cable Splicer	\$ 18.39
23130 Carpenter, Maintenance	\$ 17.44
23140 Carper Layer	\$ 16.85
23160 Electrician, Maintenance	\$ 17.93
23181 Electronics Technician, Maintenance I	\$ 15.51
23182 Electronics Technician, Maintenance II	\$ 19.80
23183 Electronics Technician, Maintenance III	\$ 21.56
23260 Fabric Worker	\$ 15.23
23290 Fire Alarm System Mechanic	\$ 18.39
23310 Fire Extinguisher Repairer	\$ 14.43
23340 Fuel Distribution System Mechanic	\$ 18.39
23370 General Maintenance Worker	\$ 15.90
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 18.39
23430 Heavy Equipment Mechanic	\$ 18.39
23440 Heavy Equipment Operator	\$ 18.66
23460 Instrument Mechanic	\$ 18.39
23470 Laborer	\$ 9.71
23500 Locksmith	\$ 17.44
23530 Machinery Maintenance Mechanic	\$ 19.82
23550 Machinist, Maintenance	\$ 20.79
23580 Maintenance Trades Helper	\$ 13.38
23640 Millwright	\$ 18.39
23700 Office Appliance Repairer	\$ 17.44
23740 Painter, Aircraft	\$ 17.44
23760 Painter, Maintenance	\$ 17.44
23790 Pipefitter, Maintenance	\$ 17.77
23800 Plumber, Maintenance	\$ 17.44
23820 Pneudraulic Systems Mechanic	\$ 18.39
23850 Rigger	\$ 18.39
23870 Scale Mechanic	\$ 16.45
23890 Sheet-Metal Worker, Maintenance	\$ 18.39
23910 Small Engine Mechanic	\$ 19.37
23930 Telecommunications Mechanic I	\$ 18.39
23931 Telecommunications Mechanic II	\$ 19.37

23950 Telephone Lineman	\$ 18.39
23960 Welder, Combination, Maintenance	\$ 18.39
23965 Well Driller	\$ 18.39
23970 Woodcraft Worker	\$ 18.39
23980 Woodworker	\$ 14.80
Personal Needs Occupations:	
24570 Child Care Attendant	\$ 8.69
24580 Child Care Center Clerk	\$ 10.54
24600 Chore Aide	\$ 6.39
24630 Homemaker	\$ 12.05
Plant and System Operation Occupations:	
25010 Boiler Tender	\$ 18.39
25040 Sewage Plant Operator	\$ 17.44
25070 Stationary Engineer	\$ 18.39
25190 Ventilation Equipment Tender	\$ 13.38
25210 Water Treatment Plant Operator	\$ 17.44
Protective Service Occupations:	
27004 Alarm Monitor	\$ 11.20
27006 Corrections Officer	\$ 17.09
27010 Court Security Officer	\$ 17.57
27040 Detention Officer	\$ 17.09
27070 Firefighter	\$ 15.83
27101 Guard I	\$ 8.50
27102 Guard II	\$ 11.20
27130 Police Officer	\$ 19.80
Stevedoring/Longshoremen Occupational Services:	
28010 Blocker and Bracer	\$ 13.83
28020 Hatch Tender	\$ 13.83
28030 Line Handler	\$ 13.83
28040 Stevedore I	\$ 13.00
28050 Stevedore II	\$ 14.66
Technical Occupations:	
29010 Air Traffic Control Specialist, Center 2/	\$ 24.47
29011 Air Traffic Control Specialist, Station 2/	\$ 16.87
29012 Air Traffic Control Specialist, Terminal 2/	\$ 18.59
29023 Archeological Technician I	\$ 13.63
29024 Archeological Technician II	\$ 15.25
29025 Archeological Technician III	\$ 18.90
29030 Cartographic Technician	\$ 18.90
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 17.93
29040 Civil Engineering Technician	\$ 18.90
29061 Drafter I	\$ 10.75
29062 Drafter II	\$ 13.46
29063 Drafter III	\$ 15.11
29064 Drafter IV	\$ 18.90
29081 Engineering Technician I	\$ 11.55
29082 Engineering Technician II	\$ 13.40
29083 Engineering Technician III	\$ 16.10
29084 Engineering Technician IV	\$ 18.48
29085 Engineering Technician V	\$ 22.60
29086 Engineering Technician VI	\$ 27.35
29090 Environmental Technician	\$ 18.27
29100 Flight Simulator/Instructor (Pilot)	\$ 23.32
29150 Graphic Artist	\$ 17.93
29160 Instructor	\$ 18.40
29210 Laboratory Technician	\$ 14.62
29240 Mathematical Technician	\$ 18.48
29361 Paralegal/Legal Assistant I	\$ 13.22
29362 Paralegal/Legal Assistant II	\$ 16.86
29363 Paralegal/Legal Assistant III	\$ 20.62

29364 Paralegal/Legal Assistant IV	\$ 24.95
29390 Photooptics Technician	\$ 18.48
29480 Technical Writer	\$ 16.72
29491 Unexploded Ordnance Technician I	\$ 15.55
29492 Unexploded Ordnance Technician II	\$ 18.82
29493 Unexploded Ordnance Technician III	\$ 22.55
29494 Unexploded Safety Escort	\$ 15.55
29495 Unexploded Sweep Personnel	\$ 15.55
29620 Weather Observer, Senior 3/	\$ 17.02
29621 Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 14.62
29622 Weather Observer, Upper Air 3/	\$ 14.62
Transportation/Mobile Equipment Operation Occups:	
31030 Bus Driver	\$ 13.24
31260 Parking and Lot Attendant	\$ 7.50
31290 Shuttle Bus Driver	\$ 10.42
31300 Taxi Driver	\$ 9.67
31361 Truckdriver, Light Truck	\$ 10.42
31362 Truckdriver, Medium Truck	\$ 13.24
31363 Truckdriver, Heavy Truck	\$ 15.54
31364 Truckdriver, Tractor-Trailer	\$ 16.93
Miscellaneous Occupations:	
99020 Animal Caretaker	\$ 8.61
99030 Cashier	\$ 6.51
99041 Carnival Equipment Operator	\$ 9.33
99042 Carnival Equipment Repairer	\$ 10.06
99043 Carnival Worker	\$ 7.23
99050 Desk Clerk	\$ 9.45
99095 Embalmer	\$ 18.40
99300 Lifeguard	\$ 6.89
99310 Mortician	\$ 18.40
99350 Park Attendant (Aide)	\$ 8.48
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 7.58
99500 Recreation Specialist	\$ 15.40
99510 Recycling Worker	\$ 9.33
99610 Sales Clerk	\$ 6.75
99620 School Crossing Guard (Crosswalk Attendant)	\$ 7.23
99630 Sports Official	\$ 6.75
99658 Survey Party Chief (Chief of Party)	\$ 10.93
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 9.42
99660 Surveying Aide	\$ 6.16
99690 Swimming Pool Operator	\$ 11.47
99720 Vending Machine Attendant	\$ 9.33
99730 Vending Machine Repairer	\$ 11.47
99740 Vending Machine Repairer Helper	\$ 9.33

**** Fringe Benefits Required For All Occupations Included In**

This Wage Determination **

HEALTH & WELFARE: \$1.39 per hour or \$55.60 per week or \$240.93 per month.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan

communicated to the employees involved.) (See 29 CFR 4.174)

1/
Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/
APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL : An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/
WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY : If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

[HOME] [SEARCH] [PREV] [CURR_LIST] [NEXT] [FIRST] [PREV]
[CURR] [NEXT_DOC] [LAST_DOC] [TOP] [HELP]

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

-

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____
TIN _____

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation. (FEB 1999)

As prescribed in 22.810(c), insert the following provision:

PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

-

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country.
(MAR 1998)**

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

252.209-7002 Disclosure of ownership or control by a foreign government. (SEP 1994)

(a) "Definitions."

As used in this provision --

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election, appointment, or tenure of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government of the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) "Prohibited on award."

No contract under a national security program may be awarded to an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) "Disclosure".

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror	Description of Inter est, Ownership
Name and Address of Entity Con- trolled by a For- eign Government.	Percentage, and Identification of Foreign Govern- ment

252.209-7003 Compliance with Veterans' Employment Reporting Requirements. (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

52.215-4 Type of Business Organization (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that -

(a) It operates as ___ and individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as ___ and individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation, registered for business in _____.

(country)

52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one

or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY,
STATE, COUNTY, ZIP CODE

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is [insert SIC code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it (___) is, (___) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both ;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.219-1 Small Business Program Representations ALT I (OCT 1998)

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). (The offeror shall check the category in which its ownership falls)

_____ Black American

_____ Hispanic American

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____Individual/concern, other than one of the preceding.

52.222-22 Previous Contracts and Compliance Reports. (APR 1984)

The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ___ has, ___ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

(a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 Clean Air and Water Certification. (APR 1984)

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is ___ is not ___ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of

this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.225-7000 Buy American Act - Balance of Payments Program Certificate. (DEC 1991)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that --

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line item No. Country of origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line item No. Country of origin (If known)

252.225-7003 Information for Duty-Free Entry Evaluation. (AUG 1992)

(a) Is the offer based on furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry - Qualifying Country End Products and Supplies clause of this solicitation?

Yes (☐)

No (☐)

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes (☐)

No (☐)

(2) Has the duty on such foreign supplies been paid?

Yes (☐)

No (☐)

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(d) Offers will be evaluated on a duty included basis except to the extent that --

(1) The supplies are qualifying country end products as defined in the Buy American Act and Balance of Payments Program clause of this solicitation; or

(2) The duty-free price is specified for use in the evaluation procedure.

252.247-7022 Representation of Extent of Transportation by Sea. (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) "Representation." The Offeror represents that it --

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

52.204-6 Contractor Identification Number - Data Universal Numbering System (DUNS) Number. (APR 1998)

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

252.204-7001 Commercial and Government Entity (CAGE) Code Reporting. (DEC 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code ;
- (2) Complete section A and forward the form to DLSC; and
- (3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

52.211-14 Notice of Priority Rating for National Defense Use. (SEP 1990)

Any contract awarded as a result of this solicitation will be [] DX rated order; [x] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (Contracting Officer check appropriate box.)

52.215-1 Instructions to Offerors - Competitive Acquisition. OCT 1997

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a [COST PLUS FIXED FEE INDEFINITE DELIVERY INDEFINITE QUANTITY LEVEL OF EFFORT SERVICE TYPE] contract resulting from this solicitation.

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation. (FEB 1999)

52.222-46 Evaluation of Compensation for Professional Employees. FEB 1993
252.227-7017 Identification and assertion of use, release, or disclosure restrictions. JUN 1995

52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 Solicitation Provisions Incorporated by Reference. JUN 1988

SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (FEB 1997) (NSWCIHD)

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

(a) DIRECT LABOR - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracted labor below).

(b) FRINGE BENEFITS - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(c) OVERHEAD - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements

for which overhead is being applied.

(d) SUBCONTRACTING LABOR - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.

(e) OTHER - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(f) GENERAL & ADMINISTRATIVE EXPENSE - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(g) FEE - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

Cost information, SHALL APPEAR IN THE COST/PRICE PROPOSAL AND SECTION B OF THE RFP ONLY.

**252.227-7028 Technical Data or Computer Software Previously Delivered to the Government.
(JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Governments rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

**252.227-7028 Technical Data or Computer Software Previously Delivered to the Government.
(JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the

limitations expire.

SECTION L PROPOSAL REQUIREMENTS (NSWCIHD)

I. DEFINITIONS

The following definitions pertain to this solicitation:

Contract - In the context of this RFP a contract is defined as "a promise or set of promises for the breach of which the law gives a remedy, or the performance of which the law in some way recognizes a duty, and to receive due compensation".

Offer - In the context of this RFP, the word "offer" is synonymous with "proposal", and means, "The promises made by an offeror to comply with the terms and conditions of the RFP".

Other Written Information - Information provided by the offeror in addition to the information submitted as part of the "offer", (e.g., cost and pricing information, experience, past performance/financial information, personnel resource matrix, facilities, etc.).

Oral Presentation - An oral submission of information to the Government that it will use, instead of a written technical or management proposal, to evaluate an offeror's understanding of the Government's requirements. It is a presentation in which an offeror is required to demonstrate that it understands the nature of the work and the difficulties and uncertainties associated with its performance, and that it knows how to cope with them. It is a part of the assessment of an offeror's capability.

Offer Acceptability - An offer is acceptable when the offeror promises assent, without exception, to the terms and conditions, and statement of work presented in the RFP. Offer acceptability is a pass/fail factor.

Offeror Capability - An offeror's demonstrated ability to perform the type of work specified by the RFP, which is a variable factor, and subject to a scoring process.

Offeror's Submission - Three separate volumes containing Offer/Proposal, Offeror's Capability Information, and Cost and Price Information.

Offer's Submission Acceptability - Offeror's submission is determined to be acceptable when all volumes of information are provided. This includes the offer, offeror capability information and cost and price information.

Unacceptable Submissions - Any omission of any volume -- will receive a promised value of zero (0), and will not be eligible for award.

GENERAL INSTRUCTIONS

Each offeror must submit an offer (proposal) and other written information and may be required to make an oral presentation in strict accordance with these instructions.

When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The Government will consider any failure

on the part of an offeror to comply with both the letter and spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the Contracting Officer by telephone, facsimile transmission, mail, or e-mail in order to request an explanation of any aspect of these instructions. The offeror will be evaluated on the following factors, which are listed in descending order of importance:

- (1) Offeror Submission
- (2) Offeror Capability
- (3) Price or Estimated Cost and Fee

Since an offeror's submission must be acceptable in order for an offeror to be eligible for contract award, and since the Government will evaluate acceptability on a pass or fail basis, acceptability of the offeror's submission is the most important evaluation factor. In deciding which of the acceptable offers is the best overall value, the Government will consider an offeror's capability to be significantly more important than price.

a. Offeror Submission

The Government will evaluate offeror's submission for acceptability on a pass or fail basis. The Government will consider a submission to be acceptable if it includes, **without exception**, Volume I - Offer, Volume II - Offeror Capability Information, and Volume III - Cost & Price Information, which shall be submitted in separate volumes. The offeror shall submit the following:

Volume I - Offer/Proposal (2 copies)

Completion of blocks 12 through 18 of the SF33 by the offeror;
Section B CLIN prices or costs and fees inserted by the offeror;
Consent and agreement to the Statement of Work and all clauses applicable to each section and the ones with fill-ins completed by the offeror;
Sections A through K of the solicitation completed, all requested information provided and returned by the offeror in its entirety with no exceptions taken, Acceptance via signature of all amendments.

Volume II - Offeror Capability Information (3 copies)

Experience Matrix and Supportive Narrative (not to exceed 15 pages)
Past Performance Matrix
Financial Stability Information
Personnel Resource Matrix and Key Personnel Summary (not to exceed 5 pages)
Paper Copy of Oral Presentation Slides (if directed by the Government)

Volume III - Cost and Price Information (2 copies)

The Government will consider any offer, (Volume I), that takes exception to any term or condition of the RFP, or that otherwise fails to manifest the offeror's unconditional assent to a term or condition, to be unacceptable, unless the RFP expressly provides that assent to the term or condition in question is not mandatory. Any unauthorized exception or failure will constitute a deficiency (see FAR 15.301). An offeror may eliminate a deficiency in its offer only through discussions, and if permitted by the Government.

The Government will consider any omission (Volume II and/or Volume III) to be unacceptable and such omission is not considered a deficiency in accordance with FAR 15.301. However, pursuant to FAR 15.306, exchanges of information with the offeror after receipt of proposals, may be permitted. The Government will assess the extent to which each offeror complied with the instructions in the RFP. The Government will consider any failure to comply with these instructions to be indicative of the kind of behavior that it could expect during contract performance and a lack of capability to perform satisfactorily. Volumes II and III constitute "other written information" and are not part of the Offer/Proposal, Volume I.

Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in a competitive range, if necessary, and to permit such offerors to revise their offer/proposal. The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206. The Government intends to award the contract on the basis of initial offers received, without discussions. Therefore, each offer should contain the offeror's best terms from a cost/price, capability and past performance standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

b. Offeror Capability Information

(1) Experience

Experience is the opportunity to learn by doing. The offeror shall provide evidence that demonstrates, during the past three (3) years, the opportunity to learn about relevant work processes and procedures and about the nature, difficulties, uncertainties and risks associated with performing the kind of work that will be required under the prospective contract. The offeror shall identify Federal, state and local governments, and private contracts, (contract #, technical point of contact and address/telephone number) performed by them within the past three (3) years that were similar in nature to the requirements of this RFP. This shall include a list of all first tier subcontractors for each prime contract reference, and the name of their customer's customer for each subcontract reference. The information shall be submitted on the Experience Matrix. A supportive narrative, as to the benefits gained from each contract/subcontract reference identified, shall be included with the Experience Matrix. This should be a summary of the offeror's experience in each of the SOW task areas and shall discuss the direct relevancy to the SOW task areas. It shall not parrot the SOW task descriptions, as that is ineffective in supporting the offeror's claim of having gained experience in the given task area. This narrative shall not exceed 15 pages in total. The offeror may also provide information on problems encountered on the identified contracts and the corrective actions taken.

The offeror will not attribute to its experience, the individual experience of its current or prospective employees.

The offeror shall also specify to what extent subcontractors were involved in gaining related corporate experience, and their level of involvement with respect to scope of work, objective achieved, and personnel resources utilized, and how previous contracts relate to tasking under this effort.

(2) Past Performance/Financial Stability

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix, who will be able to provide information regarding the offeror's past performance during the past three (3) years regarding: (1) the quality and timeliness of the offeror's work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior -- its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interests of its customers; and (5) its integrity. The offeror's reference information must be current to facilitate the evaluation process. **Failure of the offeror's references to respond within the allotted timeframe will result in the inability of the government to rank the offeror's past performance and will effect the overall Level Of Confidence Assessment Rating (LOCAR) of the offeror's capability.**

The offeror shall explain, if any, the role that subcontractor's have played in contributing to the successes and/or failures of the offeror and to what extent subcontractors performance has contributed to the past performance evaluation.

The offeror shall submit financial statements of their current fiscal year. Information shall include, as a minimum, balance sheet (statements of financial position) and statement of profit and loss (statement of net income). The information shall include current data regarding the general financial condition of the offeror and specific plans for financing the proposed contract. The Government does not intend to provide any financial assistance.

Offerors must either provide the above information or affirmatively state that it possesses no relevant, directly related, or similar past performance.

(3) Personnel Resources

The offeror shall demonstrate to what extent ALL of the proposed personnel meet the qualifications of their respective labor category referenced in Section C of the RFP by submitting information about their work experience, education and indicating whether the person is presently employed with the offeror, or whether they are proposed under a letter of intent. The offeror shall provide this information on the Personnel Resource Matrix for **each** person proposed for all of the "key" and non-key labor categories specified in Section C. The offeror shall identify in the Personnel Resource Matrix, whether the proposed personnel are employed with the prime contractor, or whether they are employed with a proposed subcontractor. The offeror shall also indicate how the proposed mix of prime and subcontractor labor may impact the offeror's ability to manage and control the work efforts. The Government will evaluate the information provided in the Personnel Resource Matrix for each labor category identified in Section C to determine the acceptability of ALL the proposed resources.

In addition to the Personnel Resource Matrix, the offeror shall submit a Key Personnel Summary for each "key" labor category identified in Section C. The Key Personnel Summary shall describe the specific experience and specialized qualifications of only the proposed individuals in a "key" labor category. The Key Personnel Summary shall not exceed five (5) pages in total and shall provide historical data (work opportunities, assignments, etc.) that demonstrate specific experience and specialized qualifications of each person proposed as "key". The Key Personnel Summary shall **NOT**: (1) parrot the Personnel Qualifications listed in Section C, (2) include non-key labor categories, or (3) resemble a resume.

(4) Understanding of the Work (Oral Presentation) (ONLY IF DIRECTED BY THE GOVERNMENT)

At the discretion of the Government, and after the receipt of offers (proposals) by the Government, every acceptable offeror may be required to make an oral presentation to the Government's evaluation panel and participate in a question and answer session. The sole purpose of the oral presentation and question and answer session is to test an offeror's understanding of the work that the Government will require under the prospective contract.

(i) Ground Rules

The oral presentation and the question and answer session are not part of the offer (proposal) and are not themselves offers. The oral presentation and the question and answer session will not constitute discussions, as defined by FAR 15.601 and will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised or best and final offers. Statements made by the offeror during the oral presentation or the question and answer session will not become a part of any contract resulting from the RFP, unless the Government and an offeror agree to make it a part of an offer during discussions. If the Government decides to conduct discussions, the Government

will not solicit or entertain revisions to the oral presentations or to the answers given during the question and answer session.

Eligibility. Only offerors submitting acceptable offers (proposals) will be eligible to make an oral presentation, unless the Government decides to conduct discussions.

Timing. Oral presentations will commence within two - three weeks after the receipt of offers (proposals). The Contracting Officer will notify offerors of the scheduled date and time of their presentation at least one week in advance.

Rescheduling. The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

Offeror Employee Participation. One or more of the personnel whom the offeror will employ to manage or supervise contract performance on a full time basis (i.e., Program Manager or Key Personnel) must make the presentation. The manager who will have full time operational responsibility for contract performance must be present and must, at a minimum, answer questions directed to him/her during the question and answer session. Offerors may not use company senior or general managers or other employees or consultants to make any part of the oral presentation.

(ii) Topics

The offeror's presenters must demonstrate the offeror's understanding of the work that will be required under the prospective contract by addressing the following topics, in the following order, in accordance with the following instructions:

Introduction. The offeror should provide some information about itself as a firm, briefly describing its organization, history, products and services.

Work Breakdown. Present an analysis of the Statement of Work tasks [identify selected tasks] into their constituent activities. Briefly describe each activity and its inputs and outputs. Briefly describe interrelationships and interdependencies among the activities.

Contract Work Schedule. Present a Gantt chart that illustrates the contract work schedule by [week, month, quarter, or year]. Show the starting date and ending date of each activity identified in the work breakdown analysis. Describe the interrelationships and interdependencies among the tasks.

Contract Resource Allocations. Describe the types of professional, administrative, clerical and other labor that will be required to perform the contract work. Briefly describe each classification of professional and blue-collar labor, including position title(s) and grades, journeyman level qualification requirements, typical journeyman level duties and responsibilities, and estimated average salary or wage (including the value of fringe benefits). Describe the total number of hours of each of these professional and blue-collar labor classifications that will be allocated to each of the activities identified in the work breakdown analysis from start to finish. Also identify the types and hours of administrative and clerical labor that will be required for each activity.

Performance Risk Analysis. Identify contingent events that could, if they were to occur, endanger satisfactory performance. Focus on critical events that are realistically likely to occur and that would pose serious problems. (Do not try to identify every event that could cause some minor difficulty.) Briefly describe the nature of each such event, each work activity with which it is associated, the estimated likelihood of its occurrence, its likely effect on performance if it were to occur, its likely causes, and plans to prevent its occurrence and to respond in the event that it does occur.

Responsibility Assignments. The offeror shall demonstrate an understanding of the

general management of task order performance. They should discuss their experience and knowledge of how to plan, organize, staff, direct, and control the performance of myriad and concurrent delivery order assignments. The responsibility assignment matrix shall identify key personnel and subcontractor personnel, and their responsibility for activity and whether they are primary or support personnel.

Conclusion. The offeror should summarize the main points of its presentation and state why the Government should select the offeror for contract award.

(iii) Presentation Time Limits

Oral presentations, excluding the question and answer sessions, will be limited to 45 minutes. The Contracting Officer will strictly enforce this time limit. Following the oral presentation there will be a recess of approximately 15 minutes. After the recess there will be a 1/2 hour question and answer session.

(iv) Presentation Media

Offerors must use 8 1/2 inch by 11 inch overhead slides to provide visual support for their presentations.

Slide text must be black on a white background. Offerors may use colors other than black and white on graphical slides --- e.g., bar charts or pie chart, etc. --- when color is useful in conveying information.

Slide text must conform to the following specifications:

Font: Times New Roman;

Size of heading font: 44 points;

Size of main text line font: 32 points;

Size of sub text line font: 28 points;

Lines of text per slide (i.e., number of bullets): no more than eight.

The above specifications of font sizes do not apply to captions and annotations on graphical slides. The purpose of these specifications is to reduce emphasis on the appearance of the presentation, as opposed to its content, and to minimize the cost of the presentation media. Offerors may place their name and company logo on the slides. Offerors should not use meaningless design elements, such as lines, bars, swirls, etc. that may contribute to visual attractiveness but communicate no useful information.

There is no limitation on the number of slides that an offeror may use. However, the Government will not consider the slides to be stand alone documents or evaluate the information on the slides except as visual aids to the presentation. When reviewing and evaluating the oral presentations, the Government will not review any slide that was not projected and addressed during the presentation. What the presenters say will take precedence over the information which appears on the slides. The production and use of an excessive number of slides may be detrimental to an offeror's interests.

Upon notification by the Government of the intent to conduct oral presentations, the offerors must submit their slides and one (1) set of paper copies to the Government. Offerors may not change their presentation slides after this submission. The Government

will furnish the slides to the offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to reassure offerors with regard to the integrity of the oral presentation process.

(v) Videotaping

The Government may videotape the presentations. If videotaped, the Government will provide an offeror with a copy of the videotape of its own presentation at its request and at its own expense after contract award.

c. Cost/Price Information

The cost/price information shall include a complete cost breakdown with all supporting information stating the basis for the amount of each cost element, in accordance with Public Law 87-653, and use of rates including overhead, G&A, Fee, etc. Unloaded/unburdened labor rates shall be provided. The proposal shall clearly show individual rates and indicate that the application of such rates to the selected base is in accordance with offeror's approved accounting practices. Each offeror shall fully explain the basis for the amount of each cost element and how the amount was developed providing complete justification for use in determining the proposed costs fair and reasonable.

Offerors are required to submit subcontractor cost and pricing information (if applicable) with supporting attachments under separate cover if necessary.

If the offeror is currently being audited or has been audited in the past by the Defense Contract Audit Agency (DCAA), the offeror shall furnish the name and location and point of contact of the assigned DCAA office as part of the price/cost information.

SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (NSWCIHD) (FEB 1997)

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

(a) DIRECT LABOR - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracted labor below).

(b) FRINGE BENEFITS - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(c) OVERHEAD - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(d) SUBCONTRACTING LABOR - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that

has been submitted by the subcontractor to the prime contractor for consideration under this contract.

(e) OTHER - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(f) GENERAL & ADMINISTRATIVE EXPENSE - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(g) FEE - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

Cost information, SHALL APPEAR IN THE COST/PRICE PROPOSAL AND SECTION B OF THE RFP ONLY.

EXPERIENCE MATRIX

References	Contract Statement of Work/Specification Work Elements									
	3.1	3.2	3.3	3.4	3.5	3.6	3.7	3.8	3.9	3.10

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER, FAX NUMBER AND EMAIL ADDRESS. CURRENT POC INFORMATION SHOULD BE PROVIDED TO FACILITATE THE EVALUATION PROCESS.

KEY: P - INDICATES OFFEROR WAS A PRIME CONTRACTOR - (attach list of any subcontractors and their involvement)
S - INDICATES OFFEROR WAS A SUBCONTRACTOR - (attach list of the prime contractors customer POC)

SOURCE SELECTION INFORMATION
SEE FAR 3.104

PAST PERFORMANCE MATRIX

References	\$ Value of Contract	Work Description

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER, FAX NUMBER AND EMAIL ADDRESS. CURRENT POC INFORMATION SHOULD BE PROVIDED TO FACILITATE THE EVALUATION PROCESS.

SOURCE SELECTION INFORMATION
SEE FAR 3.104

PERSONNEL RESOURCE MATRIX

Name	Labor Category	Degree			Years of Experience	Years of Specialized Experience	Company Currently Employed With	Letter of Intent X = Yes	Employee Experience Relative to SOW									
		B	M	D					X = YES					BLANK = NO				
									3.1	3.2	3.3	3.4	3.5	3.6	3.7	3.8	3.9	3.10
Ex. Jane Doe	Program Mgr.		X		22	17	JD Associates		X		X	X	X	X		X	X	X

This Matrix shall be accompanied with a Key Personnel Summary that provides examples of specific relevant experience gained by the key person proposed for a specific SOW task area.

LEVEL OF EFFORT - FOR EVALUATION PURPOSES ONLY (FEB 1997) NSWCIHD

This estimated composition of the total man-hours of direct labor by classification and ODCS NTE is as follows:

Base Year	Hours
Program Manager (Key)	500
Senior Research Engineer (Key)	700
Senior Engineer (Key)	2080
Engineer	2080
Junior Engineer	3000
Senior ILS Engineer (Key)	2080
ILS Engineer	3000
Analyst	3000
Configuration Manager (Key)	2080
Senior Test Engineer (Key)	4000
Test Engineer	2080
Senior Designer/Draftsperson (Key)	2080
Designer/Draftsperson	3700
Senior Engineering Technician (Key)	2080
Engineering Technician	2080
Senior Quality Assurance Inspector(Key)	2080
Technical Writer/Editor	1500
Administrative Assistant	2080
ODC's	
Subcontractors/Consultants	\$450,000.00
Travel	\$ 75,000.00
Materials/Supplies	<u>\$ 300,000.00</u>
Total	\$ 825,000.00

Option Year I	Hours
Program Manager (Key)	500
Senior Research Engineer (Key)	700
Senior Engineer (Key)	2080
Engineer	2080
Junior Engineer	3000
Senior ILS Engineer(Key)	2080
ILS Engineer	3000
Analyst	3000
Configuration Manager (Key)	2080
Senior Test Engineer (Key)	4000
Test Engineer	2080
Senior Designer/Draftsperson (Key)	2080
Designer/Draftsperson	3700
Senior Engineering Technician (Key)	2080
Engineering Technician	2080
Senior Quality Assurance Inspector(Key)	2080
Technical Writer/Editor	1500
Administrative Assistant	2080
ODC's	
Subcontractors/Consultants	\$450,000.00
Travel	\$ 75,000.00
Materials/Supplies	<u>\$300,000.00</u>
Total	\$825,000.00

Option Year II	Hours
Program Manager (Key)	500
Senior Research Engineer (Key)	700
Senior Engineer (Key)	2080
Engineer	2080
Junior Engineer	3000
Senior ILS Engineer (Key)	2080
ILS Engineer	3000
Analyst	3000
Configuration Manager (Key)	2080
Senior Test Engineer (Key)	4000
Test Engineer	2080
Senior Designer/Draftsperson (Key)	2080
Designer/Draftsperson	3700
Senior Engineering Technician (Key)	2080
Engineering Technician	2080
Senior Quality Assurance Inspector(Key)	2080
Technical Writer/Editor	1500
Administrative Assistant	2080
ODC's	
Subcontractors/Consultants	\$450,000.00
Travel	\$ 75,000.00
Materials/Supplies	<u>\$ 300,000.00</u>
Total	\$ 825,000.00

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)

(a) Exceptions from cost or pricing data.

- (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

- (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g.,

wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

FACILITY SECURITY CLEARANCE (NAVSEA) SEP 1990

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

***Note: Per the Statement of Work Section 6.0, all personnel associated with this contract shall have a DoD "SECRET" clearance if required by individual delivery orders.**

MAKE-OR-BUY PROGRAM (NAVSEA) SEP 1990

Offeror shall submit as part of its proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

(a) Definition of Make-or-Buy Program: A make-or-buy program is that part of each offeror's written plan which identifies the major work efforts, sub-systems, assemblies, subassemblies, and components to be manufactured, developed, or assembled in its own facilities, and those which will be obtained elsewhere by subcontract. The program shall not include raw materials, commercial products or off-the-shelf items unless their potential impact on contract or schedule is critical. A "make" item is any item produced, or work performed, by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item is any item or work effort which will be obtained elsewhere by subcontract.

(b) Requirements of Make-or-Buy Program under this Solicitation. For purposes of this solicitation, the make-or-buy program should not include items or work efforts estimated to cost less than (a) 1% of the total estimated contract price, or (b) \$1,000,000, whichever is less.

(c) Factors to be Considered by Offeror in the Formulation of Its Make-or-Buy Program. Offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, before identifying in its proposed make-or-buy program that work which it considers it or its affiliates, subsidiaries, or divisions (i) must perform as "must make", (ii) must subcontract as "must buy", and (iii) can either perform or acquire by subcontract as "can make or buy".

(d) Information Required in Offeror's Make-or-Buy Program. Offeror shall include in its proposed make-or-buy program:

(1) A description of each major item or work effort.

(2) Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy".

(3) For each item or work effort categorized as "can either make or buy", a proposal either to "make" or to "buy". (4) Reasons for (i) categorizing items and work efforts as "must make" or "must buy", and (ii) proposing to "make" or to "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization or proposal.

(5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.

(6) Identification of proposed subcontractors, if known, and their location and size status.

(7) Any recommendations to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.

(8) Any other information the Contracting Officer requires in order to evaluate the program.

REQUIREMENTS CONCERNING WORK WEEK MAY 1993

(a) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work.

(b) The offeror may include uncompensated effort in its proposed level of effort if:

(1) The offeror has an established cost accounting system, approved by the Defense Contract Audit Agency, which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type.

(2) Uncompensated hours, for all employees and regardless of contract type, are included in the offeror's base for allocation of overhead costs.

(3) The proposal identifies hours of uncompensated effort proposed by labor

category.

(4) The proposal identifies the amount of uncompensated effort which will be performed without supervision and without support personnel and assesses the productivity of such effort.

(5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(6) The proposal includes a copy of the corporate policy addressing uncompensated effort.

(c) The above information must be provided for each subcontract which has uncompensated effort included in the proposed level of effort.

(d) Any proposal which includes uncompensated effort in the proposed level of effort not in compliance with the above may be rejected.

SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide copies of executed SPI modifications to document that the previously approved SPI have been implemented by the Contract Administration Office on past or existing contracts.

SECTION M - EVALUATION FACTORS FOR AWARD

52.217-5

Evaluation of Options.

JUL 1990

COST REALISM (JUN 1993) (IHD/NSWC)

Cost realism may be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the supplies or services for the offered prices/costs; and (3) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

SECTION M EVALUATION FACTORS FOR AWARD

I. DEFINITIONS

The following definitions pertain to evaluation methodology to be used for this solicitation:

Promised Value - The score an acceptable offer receives. Offers are scored on a pass/fail basis. Therefore an acceptable offer is worth a score of 100. An unacceptable offer is worth zero (0).

Offeror Capability Evaluation Factors - Distinguishing attributes (experience, personnel resources, capacity of facilities and equipment, and cost, schedule, quality and safety practices) and record of performance data which provide an indication of the offeror's ability and willingness to keep it's promises of the offer.

Level of Confidence Assessment - An agency's subjective assessment of the likelihood that an offeror will perform successfully, which is determined on the basis of the offeror's evaluated capability.

Level of Confidence Assessment Rating (LOCAR) - This is a rating assigned by the TEP to each offeror's capability assessment. A LOCAR of 0 to 1.0 shall signify the TEP's level of confidence in each offeror's prospects for success, based on its experience, past performance, personnel qualifications, and oral presentation (if applicable). A score of .95 to 1.0 signifies most confidence. A score of .6 to .94 signifies more confidence. A score of .0 to 4 indicates a belief that failure is more likely than success. A score of .5 signifies that the TEP believes that success and failure are equally likely, (i.e. 50/50 chance of success). The score of .5 is appropriate when the TEP has no basis for believing in either success or failure. See Table I herein for an example.

Cost Realism Determination - The process of analyzing an offeror's proposed estimated cost, which can reasonably be expected to be incurred in performance of the contract in accordance with his offer.

Expected Value - That score derived by the TEP when multiplying the Acceptable Offer score (100 pts.) by the LOCAR %. (example: an Acceptable Offer always receives 100 points). The Level of Confidence Rating 0 -1.0 signifies the TEP's level of confidence in success, thus a LOCAR of .6 would produce an expected value score of 60 points, $[100 \times .6 = 60]$). This process adjusts the value of the offeror's promises on the basis of the TEP's level of confidence in the offeror. This score reflects what the agency expects from the offeror, based on its capability. See Table 2 herein for an example.

Best Overall Value - That determination derived through the trading off of expected value and price in order to rank the offers and identify the offeror whom represents the "best

overall value". The Government will make a series of paired comparisons among the offerors. If, in any comparison of any two offerors, one offeror has both the higher expected value and the lower price, then that offeror is the best overall value. If the offeror with the higher expected value also has the higher price, then the BOVAB must decide whether the margin of higher expected value (i.e., greater prospects for success) is worth the higher price. The best overall value decision should be fully documented in terms of differences in experience, past performance/financial, qualifications of personnel, and understanding of the work, (oral presentation). See Table 2 for a depiction of this process.

II. GENERAL INFORMATION

The Government will award the contract to the offeror representing the best overall value. The Government will determine best overall value on the basis of the following factors (in descending order of importance):

- (1) Offeror Submission
- (2) Offeror Capability
- (3) Price or Estimated Cost and Fee

Since an offeror's submission must be acceptable in order for an offeror to be eligible for contract award, and since the Government will evaluate acceptability on a pass or fail basis, acceptability of the offeror's submission is the most important evaluation factor. In deciding which of the acceptable offers is the best overall value, the Government will consider an offeror's capability to be significantly more important than price. The capability sub-factors are listed in descending order of importance.

FACTORS	WEIGHTING
(1) Experience	Most Important
(2) Past Performance/Financial Stability	2 nd Most Important
(3) Personnel Resources	3 rd Most Important
(4) Understanding of the Work (Oral Presentation)	4 th Most Important

a. Offeror Submission

The Government will evaluate offeror's submission for acceptability on a pass or fail basis. The Government will consider a submission to be acceptable if it includes, **without exception**, Volume I, Offer-Volume II-Offeror Capability Information, and Volume III-Cost & Price Information, which shall be submitted in separate volumes.

Upon receipt of the submissions, acceptability shall be documented. Assessment or evaluation of an offeror's capability information shall only be conducted after their submission is determined to be acceptable. Submissions determined to be unacceptable shall be excluded from further consideration unless the Contracting Officer makes a determination that the proposal can be made acceptable and it is in the Government's best interest to hold discussions.

The Government will consider any offer, (Volume I), that takes exception to any term or

condition of the RFP, or that otherwise fails to manifest the offeror's unconditional assent to a term or condition, to be unacceptable, unless the RFP expressly provides that assent to the term or condition in question is not mandatory. Any unauthorized exception or failure will constitute a deficiency (see FAR 15.301). An offeror may eliminate a deficiency in its offer only through discussions.

The Government will consider any omission (Volume II and/or Volume III) to be unacceptable and such omission is not considered a deficiency in accordance with FAR 15.301. Volumes II and III constitute "other written information" and are not part of the Offer/Proposal, Volume I. However, pursuant to FAR 15.306, exchanges of information with the offeror after receipt of proposals, may be permitted. The Government will assess the extent to which each offeror complied with the instructions in the RFP. The Government will consider any failure to comply with these instructions to be indicative of the kind of behavior that it could expect during contract performance and a lack of capability to perform satisfactorily.

Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in a competitive range, if necessary, and to permit such offerors to revise their offer/proposal. The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206. The Government intends to award the contract on the basis of initial offers received, without discussions. Therefore, each offer should contain the offeror's best terms from a cost/price, capability and past performance standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted only with those offerors ; determined to have a reasonable chance for award.

b. Offeror Capability Information

(1) Experience

Experience is the opportunity to learn by doing. The Government will assess each offeror's work records to determine whether, during the past (3) years, the offeror has had the opportunity to learn about relevant work processes and procedures and about the nature, difficulties and uncertainties associated with performing the work that will be required under the prospective contract. The Government will try to determine how many opportunities an offeror has had, as a business entity, to carry out those processes and procedures and to cope with those difficulties and uncertainties.

The Government will evaluate the benefits gained from each contract/subcontract reference identified and the offeror's experience as it relates to each of the SOW task areas and its direct relevancy to the SOW task areas. The Government will assess whether or not the offeror has simply parroted the SOW task descriptions, or whether distinct, relevant information has been provided.

The Government will not attribute to an offeror *the individual experience of the offeror's current or prospective employees*. The Government will also assess to what extent subcontractors were involved in gaining related corporate experience, and their level of involvement with respect to scope of work, objective achieved, and personnel resources utilized, and how previous contracts relate to tasking under this effort.

(2) Past Performance/Financial Stability

a. Past Performance is a measure of the degree to which an offeror, as an organization, has: during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The Government will inquire about: (1) the quality and timeliness of the offeror's work; (2)

the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior -- its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interests of its customers; and (5) its integrity. In the investigation of an offeror's past performance the Government will contact former customers and Government agencies, and other private and public sources of information. The offeror's reference information must be current to facilitate the evaluation process. **Failure of the offeror's references to respond will result in the inability of the government to rank the offeror's past performance and will effect the overall Level Of Confidence Assessment Rating (LOCAR) of the offeror's capability.**

The Government will also assess the role that subcontractors have played in contributing to the successes and/or failures of the offeror and to what extent subcontractors' performance has contributed to the past performance evaluation.

b. The Government will evaluate each offeror's *financial stability*. Various methods shall be used to assess standard liquidity activity, debt, and profitability ratios. The Government shall review contractor submission of Profit and Loss Statement for the last complete fiscal year, or if a new company, for as long as the company has been in business. The Government will evaluate the general financial condition of the offeror and it's specific plans for financing the proposed contract.

(3) Personnel Resources

The Government will evaluate the personnel to assess to what extent the proposed personnel meet the qualifications of their respective labor category referenced in Section C of the RFP. In doing so, the Government will review their work experience, educations and whether the person is presently employed with the offeror, or whether they are proposed under a letter of intent. The Government will evaluate the information provided in the Personnel Resource Matrix, Attachment (3), for each labor category identified in Section C, to determine the acceptability of **ALL** the proposed resources. In Summary for each key labor category identified in Section C. The Key Personnel Summary shall describe shall describe the specific experience and specialized qualifications of only the proposed individuals in a "key" labor category. The summary shall **NOT**: (1) parrot the Personnel Qualifications listed in Section C, (2) include non-key labor categories, or (3) resemble a resume.

In addition to the information provided in the matrix, the Government shall evaluate whether the proposed personnel are employed with the prime contractor, or whether they are employed with a proposed subcontractor. The Government will assess the mix of prime and subcontracted labor and the impact it has on the prime contractor's ability to directly manage and control the work efforts.

(4) Understanding of the Work (Oral Presentations)

Should the Government elect to conduct Oral Presentations, (if determined by the Government to be necessary to further assess offeror capability/understanding of the work), the Government will evaluate each offeror's understanding of the work on the basis of its oral presentation and the responses it gives during the question and answer session that will follow the oral presentation. In making this evaluation, the Government will consider an offeror's: **(1) Work Breakdown Analysis** - knowledge of the content of the work in terms of its constituent activities, their inputs and outputs, and their interrelationships and interdependencies; **(2) Work Schedule** - recognition of the appropriate sequence and realistic duration of the work activities; **(3)**

Allocation of Resources - knowledge of the appropriate types of resources required to perform the work and of their appropriate allocation to the work activities; **(4) Performance Risk** - familiarity with the difficulties, uncertainties, and risks associated with the work; and **(5) Responsibility Assignments** - knowledge of the personnel and subcontractor qualifications necessary to the performance of the work.

c. Cost/Price Information

Although price is not the most important evaluation factor, it will not be ignored. In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to be the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with his offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the capability analysis, which could reduce the Personnel Resources rating. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; and (2) to assess the degree to which the cost/price proposal reflects the offeror's understanding of the work and the resources necessary to perform the work. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

III. SCORING PROCESS

(1) A Level of Confidence Assessment Rating (LOCAR) will be assigned to each offeror's capability, (including experience, past performance/financial stability, personnel resources, and understanding of the work). The following is the scale for the LOCAR:

Less Confident (0 -.4) (Less likely to succeed).

More Confident (.6 -.94) (More likely to succeed).

Most Confident (.95 - 1.0) (Most likely to succeed).

Neutral (.5) Indicates that the TEP believes that success and failure are equally likely, that is, that the offeror has a 50/50 chance of success. The score of .5 is appropriate when the TEP has no basis for believing in either success or failure.

The following Table is an example of the scoring process for the Offeror Capability Evaluation:

Table 1 Offeror Capability/LOCAR Determination

Offeror	Experience	Past Performance/ Financial Stability		Personnel Resources	Understanding of the Work (Oral Presentation)	LOCAR
A	Excellent	Good	Excellent	Excellent	Good	.95
B	Good	Good	Good	Excellent	Good	.8
C	None	Good	Poor	Good	Poor	.4
*D						none

*Offeror D's submission is unacceptable. Therefore further evaluation is not required since the offeror receives a promised value of zero (0) as noted in the Expected Value Table, 2 below.

(2) Level of Confidence and Expected Value - The Government will determine its level of confidence in each acceptable offeror on the basis of its evaluation of the offeror's capability. Level of confidence will be a subjective rating which will reflect the degree to which the Government believes that an offeror is likely to keep the promises it made in its offer. The Government will use this rating in order to determine the relative expected value of each offeror's promises.

The following Table 2 is an example of the scoring process used to determine Expected Value:

Table 2 Expected Value Determination

Offeror	Offeror Acceptability (Promised Value)	X	LOCAR	Expected Value	Price
A	100 points	X	.95	95%	\$52m
B	100 points	X	.8	80%	\$49m
C	100 points	x	.4	40%	\$56m
D	*0	x	none	0%	\$54m

*Offeror D is unacceptable and therefore receives a promised value of zero (0).

(3) Determining Best Overall Value - In order to determine which offeror represents the best overall value, the Government will make a series of paired comparisons among the offerors. If, in any paired comparison, of any two offerors, one offeror has both a higher expected value and has the lower price, then that offeror is the best overall value. If the offeror has the higher expected value and the higher price, then the Government must decide whether the margin of higher expected value (i.e. greater prospects for success) is worth the higher price. The Government will continue to make paired comparisons in this way until an offeror representing the best overall value is identified. In the example depicted in the Expected Value Table 2 above, the Government may choose to award to either Offeror A, or B, but would most likely make a single award to Offeror A, (being determined the Best Overall Value to the Government).